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THE ANGLO-AMERICAN DESTROYERS-BASES
AGREEMENT, SEPTEMBER 1940

Vita

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ABSTRACT

The Anglo-American Destroyers-Bases Agreement,

September, 1940

This dissertation is a historical study of the 1940 agreement to exchange fifty old United States destroyers for the right to establish naval and air bases at eight British possessions in the western Atlantic. Starting with early proposals to transfer destroyers and to acquire bases, the study follows the development and implementation of the exchange, discusses the problems encountered in negotiating the agreement and building and operating the bases, and analyzes the impact of the exchange. It concludes with an over-all evaluation of the exchange. The part of the dissertation dealing with the period prior to September 1940 is based largely on published materials; Navy and State Department archives plus service-prepared manuscript histories provide the principal source for the sections covering the subsequent period.

In the summer of 1940, Britain needed destroyers to protect its vital economic lifelines and the United States had old destroyers which were of marginal value to national defense. At the same time, the United States wanted off-shore bases for national and hemispheric defense and Britain had possessions which would have been suitable locations for such bases.

Although the ingredients of a mutually beneficial exchange were present, the exchange was delayed because the United States government was prevented by legal restrictions from transferring defense materials and the

British government was reluctant to exchange British soil for over-age ships, fearing it would incur public disapproval. President Roosevelt finally decided he could transfer the destroyers if they were part of an exchange which improved national defense. Prime Minister Churchill was willing to give the bases to the United States with the hope that the United States would respond with a gift of destroyers, but he opposed an outright exchange. The transaction was finally accomplished on a compromise basis. Britain gave the United States base rights at Newfoundland and Bermuda, and the United States exchanged its old destroyers for six additional sites in the Caribbean. This was formalized by an exchange of notes on September 2, 1940.

The exchange was well received in Britain where the Prime Minister emphasized its gift aspects and its political significance as a United States move away from neutrality. The President portrayed the exchange as a swap of old ships for strong bases. As a result, the "Destroyer Deal" received public approval but the President was criticized for failing to obtain Congressional approval of the exchange before he made an agreement. The Axis powers criticized the exchange as a breach of American neutrality and international law, but chose not to make it a casus belli.

The notes exchanged on September 2, 1940 did not contain the whole transaction. Although not publicly described as such, the British pledge not to scuttle or surrender the British fleet was part of the real quid pro quo, as was certain additional military equipment which the United States later gave to Britain.

The destroyers were transferred to the Royal Navy before the end of 1940. They made a significant contribution to convoy escort operations during 1941 and were then gradually reverted to non-operational uses.

Those that survived the war were scrapped soon after the war ended.

The actual base sites were first selected in September and October 1940, but it was 1941 before construction could start in most cases, and still later when operations began. The base leases were negotiated at London in early 1941. The principal problem facing the negotiators was a conflict of national interests: the United States wanted to exercise quasi-sovereign powers in and near the leased areas; Britain wanted to limit American powers; and the local governments wanted to minimize the impact of the bases on local interests and, if possible, make the bases a source of revenue. The central issues of defense and United States powers had to be referred to the Prime Minister for final decision, but the Base Lease Agreement of March 27, 1941, granted the United States, for 99 years, substantially all of the rights and powers it had requested.

Development of the bases was extremely difficult due to the severe shortage of shipping space, the primitive conditions at the isolated sites, poor local transportation facilities, and a shortage of skilled labor. Nevertheless, the bases were built and they provided support for convoys, convoy escorts and air anti-submarine patrols throughout the early war years. As the course of the war grew favorable for the Allies and hostilities moved eastward, the level of activity at the bases declined, and many were closed.

After the war ended, consolidations and inactivations continued as the value of the Atlantic bases diminished when the primary threat to American security shifted from a transatlantic one to a transpolar one. The Lease Agreement has undergone several revisions since 1945, and at the West Indies sites, it was superseded by a Defense Areas agreement in 1961. When inactivation of the Trinidad Naval Station is completed in June 1967, the

bases at Argentia, Newfoundland and Bermuda will be the only operational bases remaining at the leased areas which were acquired in the Destroyers-Bases exchange.

As a result of the study of the exchange and the subsequent history of the bases, it is concluded that the exchange was a beneficial transaction for all involved. The United States benefitted primarily in a military sense through the development of a strong outer line of defense. Britain benefitted militarily to a small degree from the services of the old destroyers, but its main benefits were political. The exchange marked an American commitment to the British war effort; it changed neutrality to non-belligerency and began a process which led next to the Lend-Lease program and finally to an alliance.

The bases also had long-run beneficial effects on the base-site territories. They may have upset local life and caused some unpopular adjustments in local affairs, but they were also the source of an economic boom and they introduced modern life to the territories.

The United States has abandoned almost all of the bases it acquired in 1940 partly because they have lost much of their military value and partly because local political development did not favor the continued presence of foreign military forces. Having maximized the military benefits derived from the Destroyers-Bases exchange, the United States is now minimizing the political costs of the exchange.

THE ANGLO-AMERICAN DESTROYERS-BASES AGREEMENT, SEPTEMBER 1940

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INTRODUCTION

On September 2, 1940, by an exchange of notes between Secretary of State Cordell Hull and the British Ambassador to the United States, Lord Lothian, Britain gave the United States the right to establish naval and air bases at eight British possessions on the Western Hemisphere. The base rights at Bermuda and Newfoundland were described as a grant, given "freely and without consideration," while those at the other six sites were to be leased for a period of 99 years "in exchange for naval and military equipment and material."[1] In the United States note, this equipment and material was more specifically described as "fifty United States Navy destroyers generally referred to as the twelve hundred-ton type."[2] This was the formal completion of the historic Destroyers-Bases Deal, as it was generally known.

This work is a historical study of the Destroyers-Bases exchange. Starting with the background against which the exchange was developed, it will recount the progress of the negotiations which resulted in the September 2 exchange of notes. This will be followed by an account of the developments which occurred after the exchange of notes: the public response to the exchange; the selection of actual base sites; negotiation of base lease agreements; and a summary of the development, use and eventual disposition of the bases thus acquired. The transfer and subsequent service of the destroyers, having been presented in detail elsewhere, will only be summarized. The paper will be concluded by a general evaluation of the Destroyers-Bases exchange, made in the light of developments in the 27 years that have passed since the agreement was consummated.

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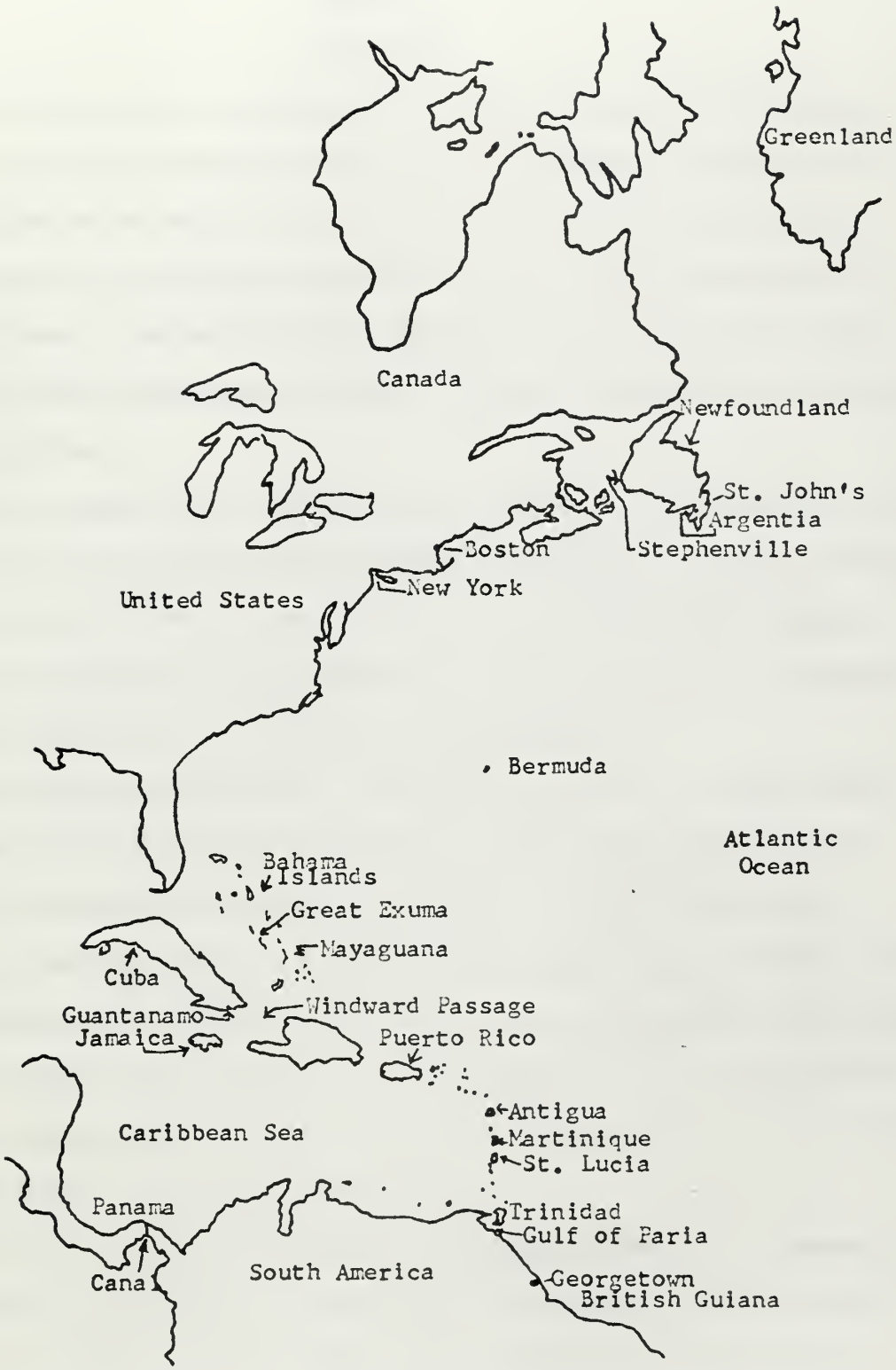
1. U.S., Congress, House of Representatives, Acquiring Certain Naval and Air Bases in Exchange for Certain Over-age Destroyers, 76th Cong., 3d sess., House Document No. 943 (Washington, 1940), p. 2.
2. Ibid., p. 4.



Source: Philip Goodhart, Fifty Ships That Saved the World, end papers.

CHAPTER I

Background

In January 1940 the world was in a tumult, with the second great war of the twentieth century having erupted in Europe in September 1939. While Europe was at war to the east of the United States across the Atlantic, Japan was threatening domination of the Western Pacific and its Asian littoral. The United States, isolationist sentiment still strong among its people, was trying to avoid entanglement in either the European or Asian strife.

It was against such a developing background in the late 1930's that American military planners drafted plans for defending the Western Hemisphere in general and the United States in particular. These defense plans were the product of many factors, but several elements of danger to the United States and its interests were predominant.

Technological developments in warfare--especially the rapid growth of air warfare--had greatly decreased the effectiveness with which the geographic isolation of the Americas served as a barrier to attack. Moreover, the deterioration of the European power structure in late 1938 made it appear that certain European possessions in the Western Hemisphere could fall under hostile control. The development of air power meant that a direct threat could be imposed on the United States from a hostile base almost anywhere in the Western Hemisphere.

The desire to strengthen Western Hemisphere defenses was intensified by a concern over Germany's interests and involvements in South America, especially in Argentina and Brazil, and by the military necessity of protecting the Panama Canal. There were fears of pro-German coup d'etat

in Brazil which, if it materialized, would be a serious threat to the Canal. The United States tried to strengthen Hemisphere defense by giving aid to pro-United States countries in Latin America which had good strategic locations, and by making preparations to assist any Pan-American state against a possible attack by Brazil.[1] The situations in Brazil and Argentina and the necessity of protecting the Panama Canal were used as a justification for a general increase of United States military strength and defense efforts. Congress and the public were more willing to accept defense build-ups which were described in terms of Hemispheric defense than in terms of American security involving Europe or Asia.

In early 1940, specific plans for the defense of the Western Hemisphere were prepared by both the Army and Navy War Plans Divisions. These plans recognized the strategic value of certain European possessions in the Western Hemisphere and indicated that among other places, Newfoundland, Bermuda, and Trinidad would be of significant military value. At the same time, however, the planners stated that "the potential military value of the areas . . . is insufficient, when weighed in the light of political and economic considerations, to justify their acquisition."[2] Thus, in the months before open warfare broke out in Western Europe in April 1940, the military situation made additional bases for home defense both desirable and advantageous but did not make their acquisition essential. This conclusion was influenced to some degree by

1. Mark Skinner Watson, Chief of Staff: Prewar Plans and Preparations, a volume in the series United States Army in World War II: The War Department (Washington: Historical Division, Department of the Army, 1950), pp. 94-97.
2. Stetson Conn and Byron Fairchild, The Framework of Hemisphere Defense, a volume in the series United States Army in World War II: The Western Hemisphere (Washington: Office of the Chief of Military History, Department of the Army, 1960), p. 45.

the belief that if war came to the Western Hemisphere and bases in Latin America were necessary, they would be made available by the other American Republics. President Roosevelt made this very clear in a memorandum to the Secretary of the Navy in March 1940. Replying to a Navy suggestion that additional bases be acquired to support patrols protecting the Panama Canal, the President wrote: "It is intended in no way that the United States should acquire or lease in peace time any Islands, anchorages or landing fields, because it is believed that in the event of war independent Republics bordering on the Caribbean would be on the side of the United States in a common defense."[3]

The idea of leasing bases for hemisphere defense was not new. Even before the world situation became critical in 1938-1939, some newspapers, and especially those with isolationist and nationalistic editorial policies, had been proposing that European nations settle their war debts to the United States by ceding all or part of their possessions in the Western Hemisphere.[4] In December 1939, Frank Knox, who later became Secretary of the Navy, expressed approval of a plan to acquire French and British possessions in the West Indies to improve the defenses of the Panama Canal.[5] A few months later, in February 1940, Representative Sol Bloom of New York submitted a draft resolution on the subject to the State Department for comments. The Bloom proposal called for the purchase of land bases having strategic value for defending the Panama Canal and the Western Hemisphere, with the purchase to be paid for partly with gold and partly with credits against overdue debts.[6] The most

3. Ibid., and William L. Langer and S. Everett Gleason, The Challenge to Isolation, 1937-1940, volume 1 of The World Crisis and American Foreign Policy (New York: Harper and Brothers, 1952), p. 624.
4. Langer and Gleason, Challenge to Isolation, p. 623.
5. Ibid.
6. Ibid.

specific proposal for acquiring bases in exchange for war debts and the one which probably received deepest consideration by the Roosevelt Administration was presented in the late spring of 1940. This plan, which had some Congressional support, was delivered to the President by Secretary of State Hull. It proposed a reduction of the British debt with the balance used to pay for leases of 18 bases on British territory in the Western Hemisphere. The bases, at sites ranging from Newfoundland to Trinidad, were to be selected by the United States.[7] There were reports that several members of the British Embassy staff were willing to accept such a write-off since it would remove Britain from the category of "bad debtor" and possibly also exempt her from the restrictions of the Johnson Act.

All the proposals to exchange bases for a write-off or reduction of war debts were rejected by the Administration. Both the President and the State Department thought that any move to acquire the European territories in the Western Hemisphere would cause sharp domestic controversy and have adverse effects on United States international interests. Such a move would be interpreted as a reversal of previous statements in which the United States denied having any desire for territorial expansion. As noted above, the President also believed such a step unnecessary because he expected the Latin American states to provide the United States with any necessary bases if the war spread to this hemisphere.

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7. Financing was proposed as follows: The British debt, which then exceeded $5.6 billion (including accrued interest) would be reduced to $2.8 billion by giving a retroactive reduction of the interest rate from 3.5% to 0.42% and applying Britain's payments of $1.4 billion to the funded principal. The 18 bases were to be leased for 99 years at an average annual rental fee of $2 million per base. The current cash value of the resulting 99-year stream of future income was set at $2.8 billion. Cancellation of the debt would thus constitute acceptable payment of all the lease rental fees. Harold B. Hinton, "Propose to Cancel British War Debt for 18 Navy Bases," The New York Times, August 24, 1940.

In spite of this decision not to use "war debts" to acquire additional bases in the Western Hemisphere, the United States had taken steps to obtain the right to use certain ports as naval operating centers. In the process of drawing up the RAINBOW war plans (based on the assumption of an anti-United States alliance of Germany and other major states), a clear need for supporting and operating facilities in the British West Indies region was identified. The RAINBOW plans called for an air and sea patrol of the Western Atlantic, which was intended to deny use of those waters to belligerents and thus to isolate the hemisphere from war. These plans created a need for operating bases beyond the continental United States and its Caribbean possessions.[8]

Mainly in pursuit of the latter objective, the President, Secretary of State Cordell Hull, Under Secretary Sumner Welles, and the Chief of Naval Operations (Admiral Harold R. Stark) notified the British Ambassador, Lord Lothian, in June and July 1939 that if war broke out, the United States planned to establish patrols of the Western Atlantic for the purposes mentioned above. The Ambassador was also informed that in order to support those patrols, the Navy desired (and Britain was asked to grant) permission for United States ships and aircraft to use the ports and waters of certain British possessions and to have the privilege of leasing buildings and landing supplies there.[9] The places specified were Trinidad, St. Lucia, Bermuda and Halifax (Nova Scotia). This was a

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8. There seems to have been little concern for the fact that the United States had no legal right to control the use of the high seas. Conn and Fairchild, Framework of Hemisphere Defense, p. 22; H. Duncan Hall, North American Supply (London: Her Majesty's Stationery Office and Longmans, Green and Company, 1955), p. 43; Sir Llewellyn Woodward, British Foreign Policy in the Second World War (London: Her Majesty's Stationery Office, 1962), p. 39.
9. Hall, North American Supply, p. 43; Woodward, British Foreign Policy, p. 39.

curious request, since Britain was almost certain to be one of those belligerents to whom the patrols were supposed to deny the use of the Western Atlantic. It is not surprising that when this request was approved, the British government (and, with respect to Halifax, the Canadian government) made reservations to protect their own belligerent rights and interests. The rights granted to the United States were non-exclusive because responsibility for colonial defense was retained by the Royal Navy and it required full use of the ports and facilities.[10] Arrangements for United States use of the requested facilities were made through direct negotiation with the local Colonial governments after Britain had sent them the appropriate instructions and authorizations. The necessary arrangements were completed in August 1939.[11]

Although the rights to use these sites as bases of operation for the Neutrality Patrol (as it was later named) were obtained and arrangements for use were worked out, it appears that the United States never exercised the right. This non-use has been attributed in part to a shortage of the appropriate type of aircraft (long range patrol planes) and in part to a concern for the domestic effect of such use.[12] Leading isolationists certainly would have charged that the arrangements were intended to entangle the United States in the European War. Rather than create an opportunity for political debate, the acquired rights were allowed to lapse.

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10. Hall, North American Supply, p. 44.
11. Ibid., also, Conn and Fairchild, Framework of Hemisphere Defense, p. 11 (footnote 21).
12. Hall, North American Supply, p. 142; Woodward, British Foreign Policy, p. 83 (footnote 1); J.R.M. Butler, Grand Strategy, a volume in the series History of the Second World War: United Kingdom Military Series, (3 vols., London: Her Majesty's Stationery Office, 1957), Vol. 2, p. 244; J.R.M. Butler, Lord Lothian (Philip Kerr) 1882-1940 (London: Macmillan and Company, 1960), p. 294.

Still another aspect of the early programs to acquire bases for the defense of the Western Hemisphere was the role played by Pan American Airways.[13] When, in 1939, military planning suggested the development of military air routes within the hemisphere, the Army suggested that commercial facilities be leased where available and that others be constructed if needed. The contemplated installations were to consist of an airstrip, a small detachment of mechanics and communications personnel and small quantities of stores and fuel. The State Department objected to the Army's involvement and opposed the installation or operation of airfields outside the United States by any government agency. After considering the alternatives, including the creation of a new government agency to operate the proposed air transport system and the negotiation of agreements with the countries in which airfields were desired, the course suggested by the State Department was adopted: construction and operation were managed by a private airline under contract to the government.

As a result of this decision, in early 1940 Pan American Airways was awarded a $12 million contract to act as the effective agent of the United States government in the construction and operation of an airline network within Latin America and between Latin America and the United States. Specifically, Pan American was to construct or improve, by the end of June 1942, flight facilities at 25 locations. The contract also required Pan American to maintain the installations and supply the necessary fuel for their use during the construction period. The contract underwent several modifications and the company finally worked at 21 sites, including preliminary survey work at several sites which were

13. See Conn and Fairchild, Framework of Hemisphere Defense, pp. 249 ff.

later included in the Destroyers-Bases exchange.

Another idea which contributed to the subsequent development of the Destroyers-Bases exchange was reflected in a series of proposals to seize European possessions in the Western Hemisphere. This proposed action was justified as a move to prevent German acquisition of the territories through conquest of the European owners. This proposal probably reached its most specific form in late May 1940 as German forces swept westward across France. An unsigned memorandum, presumably originated in the Army War Plans Division, recommended "immediate steps to acquire British and French possessions in the Atlantic" to the Chief of Staff, but apparently it did not produce any direct result.[14] This memorandum was prepared on May 21, 1940, the day the German army reached the French coast of the English Channel. It was followed on the next day by a similar memorandum in which the War Plans Division suggested that "possible protective occupation" of European territories was part of the best course of action for the United States in the immediate future.[15] On May 23, the President received a letter from Ambassador Joseph E. Davies, a Special Assistant to the Secretary of State, urging a transfer of possessions in return for a cancellation of war debts. On May 25, probably in response to the proposals by the Chief of Staff and the urgings of Ambassador Davies, both of which were augmented by a British report that 6,000 German troops were en route to the Guianas or Brazil, the President directed the Army and Navy to prepare emergency plans for pre-emptive seizure of British, French and Dutch possessions.[16] While the Army and Navy War Plans Divisions worked on these plans, the Chief of Staff asked

14. Watson, Chief of Staff, p. 105.
15. Ibid., pp. 105, 477.
16. Conn and Fairchild, Framework of Hemisphere Defense, p. 47.

the State Department, on May 27, to make diplomatic arrangements with Britain to permit emergency occupation of British possessions in the Western Hemisphere by United States forces. The Navy War Plans Division, acting in cooperation with its Army counterpart, forwarded an emergency plan to the Chief of Naval Operations on May 28. This plan called for the United States to occupy and assert sovereignty over British, Dutch and French possessions in the Western Hemisphere immediately and without advance public notice if Germany demanded cession of any of those posessions. This proposal was modified to provide for advance diplomatic clearance with the governments in power at the time of occupation and it was expanded to include the Danish possessions (Iceland and Greenland). It was then incorporated in the May 30, 1940, war plan, RAINBOW 4, where it was identified by the code name POT OF GOLD.[17]

"Protective seizure" reached its final form in one of the documents produced by the Consultative Meeting of Pan American Foreign Ministers at Havana, July 21-27, 1940. Entitled the Act of Havana, this agreement provided for temporary administration of European possessions by the American Republics if such became necessary to prevent transfer of those properties to another non-American power. A supplementary resolution established an emergency committee to implement the provisions of the Act in the event it was necessary to do so before the Act itself came into formal effect. This resolution also recognized that each American Republic has "a right to act in the manner which its own defense or that of the Continent requires," (i.e., seizure of European possessions) unilaterally or jointly, when "the need for emergency action . . . [is] so

17. Conn and Fairchild, Framework of Hemisphere Defense, p. 47; also Watson Chief of Staff, p. 105.

urgent that action by the committee cannot be awaited."[18]

These numerous antecedents on the Bases side of the Destroyers-Bases exchange had two counterparts on the Destroyers side. First, the United States Minister to Norway, Mrs. J. Borden Harriman, suggested to the President in January 1940 that some of the United States old, unequipped destroyers be transferred to Norway. This suggestion was rejected by the President on two grounds: the ships were needed for the Neutrality Patrol which had been established the preceding September and the sale would be unlawful.[19] It should be noted, however, that Norway's situation at that time was not nearly so desperate as was Britain's eight months later.

The second counterpart event was a French request for destroyers. It was first made on May 14, 1940, just after the German invasion of France.[20] The United States Ambassador to France, William C. Bullitt, supported the request. He had heard convincing arguments from the French fleet commander and from the Minister of Marine, and he thought the United States had an excess of old "four-stack" destroyers (above the fifty in use on the Neutrality Patrol) which France could use to counter Italian attacks on British and French shipping in the Mediterranean. On May 16 the United States informed France that no destroyers could be spared, and that any sale or cession would weaken the defenses of the United States and perhaps have serious repercussions in the

18. U.S., Executive Agreement Series, No. 199, "Provisional Administration of European Colonies and Possessions in the Americas," p. 16.
19. Donald F. Drummond, The Passing of American Neutrality, 1937-1941 (Ann Arbor: University of Michigan Press, 1955), p. 166; and Elliott Roosevelt, ed., F.D.R.: His Personal Letters, 1928-1945 (2 volumes, New York: Duell, Sloan and Pearce, 1950), Vol. 2, p. 986.
20. The Memoirs of Cordell Hull (2 volumes, New York: The Macmillan Company, 1948), Vol. 1, p. 831.

Pacific. It was also pointed out that the question would have to be decided by Congress and that Congressional approval seemed unlikely at that time.[21]

The French did not consider this a final rejection, however, and the plea for destroyers was renewed in a telephone call from Premier Reynaud to President Roosevelt on June 5, 1940.[22] This request was also denied because of the Navy's large sea patrol commitment, the anticipated unwillingness of Congress to grant its approval, and the inability to declare the old destroyers obsolete at the very time when they were being reconditioned and prepared for recommissioning.[23] As the French situation grew more desperate, the President considered transferring a few destroyers, but the Chief of Naval Operations was adamant in his opposition for the reasons already noted and because replacing the destroyers would take too long (two or three years).[24] The fall of France and the Franco-German Armistice of June 22, 1940, put to rest all plans for transferring destroyers to France, but by that time the Anglo-American discussions which eventually produced the Destroyers-Bases exchange had already begun.

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21. The Memoirs of Cordell Hull, Vol. 1, p. 832.
22. Langer and Gleason, Challenge to Isolation, p. 513.
23. The Memoirs of Cordell Hull, Vol. 1, p. 832.
24. Langer and Gleason, Challenge to Isolation, p. 513.

CHAPTER II

Development of the Anglo-American Exchange, May - August 1940

The Anglo-American exchange had a long and turbulent gestation. Development of the exchange was possible because British and United States interests were complementary. For the United States, a strengthening of the Royal Navy meant a strengthening of the main barrier preventing any transatlantic moves by Germany. The strategic value of bases in the Western Hemisphere was recognized and preventing the transfer of such bases to antagonistic powers was considered essential, but the United States Army was too small to use or develop any additional bases effectively. As mentioned earlier, the Navy already had a non-public arrangement by which its ships and aircraft were authorized to enter and use the ports and facilities at Bermuda, Trinidad, and Newfoundland.[1] These observations tend to support the conclusion drawn by one author that the bases were not acquired in response to military demands, but as a political move: the Army and Navy were given the bases and directed to integrate them into their plans for hemispheric defense.[2] It is also possible that the bases were acquired in part as a political 'smokescreen,' designed to make direct aid to Britain more easily accepted by Congress and the general public by presenting it in the guise of an exchange rather than an outright gift.

Such political motivation was certainly a part of the environment from which the Destroyers-Bases exchange emerged, but it was not the sole or

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1. See pp. 7-8 above.
2. Stetson Conn and Byron Fairchild, The Framework of Hemisphere Defense, p. 51.

even the principal source of inspiration. There was an awareness that in a long-term context, the bases (when developed) would be of much greater military value than the old and obsolete ships which were transferred in exchange.

Britain's first request for destroyers was made on May 15, 1940, via two channels: Prime Minister Churchill sent a telegram to President Roosevelt and he had a conference with the United States Ambassador, Joseph P. Kennedy.

In his telegram, the Prime Minister warned the President that the Nazi conquest of Europe was proceeding at an astonishingly rapid rate, and that if greater assistance from the United States were withheld much longer, complete German victory might be achieved in Europe. Intimating that Britain might not be able to withstand the threat of a Nazi-dominated Europe, the Prime Minister asked the President to "proclaim non-belligerency," a status which he defined as helping "with everything short of actually engaging armed forces."[3] The first item of help requested was "the loan of forty or fifty of your [America's] older destroyers" which the Prime Minister said were required to augment the Royal Navy until British ships that had been started at the outbreak of the war could be completed.[4] Assuring the President that Britain would have plenty of ships by mid-1941, he said he was afraid Britain might be "strained to the breaking-point" if, in the meantime, Italy entered the war and turned her hundred submarines against British merchant shipping and naval forces.

In his interview with Ambassador Kennedy, the Prime Minister took a more determined attitude toward the future, saying that so long as he

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3. Winston S. Churchill, Their Finest Hour, volume 2 of The Second World War (London: Cassell and Company, 1949), p. 23.
4. Ibid.

remained in a position of power or influence, Britain would never surrender, even if it were burned to the ground. He even suggested that the British government and the Royal Navy would, if necessary, move to Canada and continue the war from there.[5] In spite of this determination, the Prime Minister still acknowledged that Britain needed American help. When the Ambassador asked what the United States could do to aid Britain, the Prime Minister suggested the loan of 30 or 40 old destroyers, as well as any aircraft which could be spared. The Ambassador promptly reported this conversation to the Department of State. The President thus received the British request for destroyers directly from the Prime Minister and via Ambassador Kennedy at about the same time.

The President answered the Prime Minister promptly. In a telegram of May 16, 1940, he did not specifically deny the request, but offered several reasons why the loan of old ships was unlikely. The President told the Prime Minister that no loan could be made "except with the specific authorization of the Congress," and he added that he was not sure any such suggestion would be wise at the moment.[6] Aside from this constitutional difficulty, the President indicated that he was very doubtful whether even the temporary loan of the ships could be reconciled with the demands placed on American forces by hemispheric defense requirements and American obligations in the Pacific. Finally, he pointed out that if a loan could be arranged, "it would be at least 6 or 7 weeks, as a minimum" before the ships could enter active service with the Royal Navy.[7] Since the Prime Minister had emphasized the urgency of the need for the destroyers

5. William L. Langer and S. Everett Gleason, The Challenge to Isolation, 1937-1940, p. 482, citing and quoting from Ambassador Kennedy's telegram of May 15, 1940.
6. U.S., Department of State, Foreign Relations of the United States: Diplomatic Papers, 1940 (Washington, 1958), Vol. III, p. 49.
7. Ibid., p. 50.

in the immediate future, this comment indicated that the President believed the American destroyers would not arrive in time to be of much assistance, even if all other difficulties were resolved.

After this initial exchange between the heads of government, most of the destroyer-transfer activity was shifted to another channel, the one through which material aid to Britain and France had been arranged since the war began. The key persons forming this channel were Jean Monnet of France who was head of the Anglo-French Co-ordinating Committee in London, Arthur B. Purvis, chairman of the British Purchasing Commission and the Anglo-French Purchasing Board in Washington, and Secretary of the Treasury Henry Morgenthau, who was responsible for arranging most American aid in the period before the United States entered the war. This Monnet-Purvis-Morgenthau channel was particularly effective because Morgenthau and Purvis were very close friends and shared a strong mutual confidence and trust.

The destroyer transfer proposal entered this line of communication immediately after the May 15-16 exchange of telegrams between the President and the Prime Minister. On May 17, Monnet sent a statement of "most urgent" supply needs to the President via Purvis and Morgenthau.[8] This list carried destroyers as a leading item. Although the President's reply (via the same intermediaries) on May 18 repeated the position that the time was not propitious for acquiring the necessary Congressional approval, the issue was not allowed to lapse.

On May 28, under instructions from the British Government, Purvis sent a note on naval priorities to Morgenthau. This note asked for 48 destroyers and renewed an earlier request for motor torpedo boats. On

8. H. Duncan Hall, North American Supply, p. 79.

June 5, in the wake of "confidential information" that the President was reconsidering the possibilities of transferring destroyers, Purvis was directed to raise the subject of destroyers again and maintain pressure for a loan or transfer.[9]

By this time, it appears that even the British Admiralty had become optimistic about the prospects of receiving some American destroyers, due perhaps to the same mysterious "confidential information" mentioned above. On June 6, the Admiralty asked Purvis to find out the operating characteristics of the available types of destroyers and advised him that it placed first priority on maximum readiness for service, with maximum operating endurance as its second preference.[10]

There is evidence that during the first part of June, 1940, the President was firmly opposed to any destroyer transfer. He held this position for several reasons in addition to the difficulty in getting Congressional approval and the demands created by the needs of United States defense. In a memorandum to Under Secretary of State Welles on June 1, he repeated his belief that the United States could not dispose of the destroyers by declaring them obsolete because similar vessels were then being used and the remainder were being refitted for use.[11] On June 4, at a luncheon with the Secretary of the Interior, Harold Ickes, the President said he thought the old American destroyers would not be of much use to the British because of their age, their limited fire power, and their lack of anti-aircraft weapons. He also expressed a concern that the effects of a destroyer transfer might be the reverse of those

9. Hall, North American Supply, p. 79. The source of the "confidential information" is unknown, but it appears to have been false.
10. Ibid., pp. 78, 80.
11. Donald F. Drummond, The Passing of American Neutrality, 1937-1941, p. 166.

anticipated by supporters of the proposal: it might antagonize Germany and seriously weaken the United States without providing material assistance to Britain and her allies.[12] It is likely therefore that when direct British requests for destroyers were renewed on June 11, 1940, they encountered a strong inclination toward refusal.

One June 11, 1940, the day after Italy declared war and four weeks after his first suggestion that the United States lend Britain some old destroyers, the Prime Minister sent another telegram to the President. In this message he spoke again of the need for destroyers, describing it, in view of "the Italian outrage," as "even more pressing" than the need for the aircraft and flying boats which were desired to help repel an anticipated invasion of the British Isles.[13] Noting the possibility that the Italian submarine fleet might move to the Atlantic and perhaps operate from Spanish ports, the Prime Minister stressed the need for additional destroyers in anti-submarine and convoy work, saying: "Nothing is so important as for us to have the thirty or forty old destroyers you have already had reconditioned."[14]

Perhaps sensing the President's concern that a transfer might impair United States defenses, the Prime Minister placed emphasis on the temporary nature of the proposed transfer and the necessity for immediate action:

> . . . [the old destroyers] will bridge the gap of six months before our wartime new construction comes into play. We will return them or their equivalents to you, without fail, at six months' notice if at any time you need them. The next

12. The Secret Diary of Harold L. Ickes, Volume III: The Lowering Clouds, 1939-1941 (New York: Simon and Schuster, 1954), pp. 199, 200.
13. Churchill, Their Finest Hour, p. 117.
14. Ibid.

> six months are vital. If while we have to guard the East Coast [of Britain] against invasion a new heavy German-Italian submarine attack is launched against our commerce the strain may be beyond our resources and the ocean traffic by which we live may be strangled. Not a day should be lost.[15]

If the President made a direct response to this message it is not available, but the information received by the British government via Purvis and the British Ambassador, Lord Lothian, was not encouraging. They reported that the President was not convinced that the destroyers should be transferred and that he was concentrating his efforts on attempts to fulfill other needs of the allies.[16] It was probably in response to this report that the Prime Minister's next messages included a detailed statement of British destroyer losses.

On the night of June 14-15, the eve of the French defeat, the Prime Minister submitted yet another request to the President, this time for 35 destroyers to "bridge the gap" until new construction became available.[17] This message contained a comprehensive summary of Britain's difficult position and an eloquent admonition of what the future might bear for the United States if it failed to act quickly. The Prime Minister warned that a German invasion could produce a pro-German government in Britain and that this might mean that the Royal Navy would fall under German control. In such a contingency, Mr. Churchill said, the combination of the French, British, Japanese and Italian fleets supported by German industrial power could reverse the balance of seapower, suddenly and "certainly long before the United States would be able to prepare against it."[18]

15. Churchill, Their Finest Hour, p. 117.
16. Hall, North American Supply, p. 141.
17. Churchill, Their Finest Hour, p. 167.
18. Ibid.

He also warned darkly of a Europe united under Nazi control that would be "far more numerous, far stronger, far better armed than the New World."[19]

On June 26, following the fall of France, the British appeal was strengthened by a personal request for destroyers from King George VI to President Roosevelt.[20] The impact of this and the immediately preceding requests is not clear. Certainly the persistence of the British appeals gave added urgency to the situation and probably led to frequent reconsideration of the question, but there is no evidence to indicate that the United States position had changed by the end of June 1940. The month of June had instead brought the development of a new impediment to a destroyer transfer. The product of another exchange proposal, it took the form of an amendment to a military appropriations bill.

At the end of May 1940, the Chief of Naval Operations had approved a request that 20 motor torpedo boats then under construction for the Navy be completed for and delivered to British forces. In theory, the Navy was returning the as-yet unfinished boats to the manufacturer in exchange for craft of a better design to be built and delivered at a later date. When this arrangement was uncovered in mid-June by Senator David I. Walsh, isolationist chairman of the Senate Naval Affairs Committee, he raised a loud cry of objection. On June 14, the Secretary of the Navy notified the President that the whole Senate Committee had been stirred up over the question of naval aid to the allies in all its forms.[21] Aware of the extensive implications of this situation, the President told the British Ambassador on June 17 that as a result of the difficulties encountered in

19. Churchill, Their Finest Hour, p. 167.
20. Langer and Gleason, Challenge to Isolation, p. 565.
21. Ibid., p. 521.

the torpedo boat arrangement, it would be impossible to get Congressional consent for a transfer of destroyers.[22]

On the following day the situation was complicated still further by the Acting Secretary of the Navy, who issued a premature announcement that the Navy had released 20 partially completed motor torpedo boats to Britain, for later replacement with newer models. Senator Walsh and others made such vigorous objection that the President referred the matter to the Attorney General for a determination of the legality of the proposed transfer. The Attorney General advised the President that the transfer would be contrary to the Neutrality Act of June 15, 1917, which prohibited the sale of a vessel constructed with the intention of being delivered to a belligerent. As a result, on June 25 the President cancelled the earlier announcement and the whole torpedo boat transfer was abandoned.[23]

At first, it was thought that the proposed destroyer transfer would be barred by the same Attorney General's opinion which forced cancellation of the torpedo boat transfer; however, more direct and formidable barriers to the destroyer transfer were soon established. In the wake of the agitation over the torpedo boat proposal, the Naval Expansion Bill which was then before Congress was amended. When enacted on June 28, it included a provision reaffirming the Act of June 15, 1917, as a prohibition against the sale of vessels of war to a belligerent, and also a clause prohibiting the disposal of any military or naval material unless the Chief of Staff or Chief of Naval Operations, as appropriate, certified that such material was "not essential to the defense of the United

22. Hall, North American Supply, p. 141.
23. Langer and Gleason, Challenge to Isolation, pp. 521-522; Hall, North American Supply, p. 142.

States."[24] The President interpreted this as effectively forbidding a destroyer transfer. On July 2, 1940, he told Interior Secretary Ickes that because of the amendment, destroyers could not be sent to Britain unless the Navy could certify that they were not useful for American defense. Since the same ships were then undergoing renovation in order to be used in naval operations required by national defense, any such certification would be contrary to the facts.[25]

It was only about a week after the Prime Minister first requested the loan of 50 American destroyers that Lord Lothian first suggested that the United States be given bases in Britain's Western Hemisphere possessions. In a message to the Foreign Office on May 24, 1940, he proposed that Britain grant the United States the right to construct air and sea bases on those British territories which occupied strategic locations relative to the United States.[26] He urged that these rights be granted spontaneously to satisfy public opinion in the United States and smooth the way for additional aid to Britain. In his recommendation, Lothian specifically mentioned Bermuda, Trinidad and Newfoundland, and he proposed that the offer be limited to certain clearly defined rights, with no change of sovereignty or sale of territory contemplated.[27]

Lothian's proposal was first referred to the British Chiefs of Staff, who approved it on the grounds it would be advantageous to both countries while contributing to the efforts to cultivate pro-British sentiment in the United States. The proposal then went to the Cabinet. It anticipated

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24. U.S., Public Law No. 671, 76th Cong., 2d sess. (June 28, 1940), Section 14(a).
25. The President considered the Act of June 28 to be a barrier to a destroyer transfer or exchange as late as July 22, 1940, as reflected in his comment on the Cohen memorandum. See p. 38 below.
26. J.R.M. Butler, Lord Lothian (Philip Kerr) 1882-1940, p. 294; Sir Llewellyn Woodward, British Foreign Policy in the Second World War, p. 82.
27. J.R.M. Butler, Grand Strategy, Vol. 2, p. 244.

disadvantageous side-effects from implementing the suggestion, such as the likelihood that isolationists would accuse Britain of trying to draw the United States into the war and the possibility that the move would be interpreted everywhere as a sign of despair. Concluding that the plan would not produce sufficient benefits to outweigh these disadvantages, the Cabinet, after discussing the suggestion on May 27 and 29, decided not to implement it.

Lord Lothian asked for a reconsideration of his suggestion on June 22, 1940.[28] Emphasizing his certainty that such an offer would fulfill existing United States defense requirements, he implied that the United States might be expected to reciprocate in some way, but this had no immediate effect on the Cabinet's decision.

The subject of United States bases in British possessions had also been raised by Canada. On June 16, the Canadian Prime Minister, William Lyon Mackenzie King, in replying to a telegram from Prime Minister Churchill, suggested that the gap in Canadian defenses be plugged by urging the United States to develop bases in Iceland, Greenland, Newfoundland, and the British West Indies.[29] The United States learned of this suggestion via its Ambassador to Canada, Pierrepont Moffat, who was informed of it when he was arranging conferences with the Canadian Defense Ministers before returning to Washington on July 1 for consultation.[30] Moffat received much more direct proposals from the Defense Ministers themselves. They suggested that long range aircraft conducting reconnaissance of Greenland could make ostensibly 'forced' stops in Canada and

28. Butler, Lord Lothian, p. 294.
29. J. W. Pickersgill, The Mackenzie King Record, Volume I: 1939-1944 (Chicago: University of Chicago Press, 1960), p. 125.
30. Ibid., p. 126.

that American 'volunteers' (with their aircraft) could be allowed to go to Canada. They also said that the United States could aid Canada and Britain, who were struggling to protect democracy everywhere, by renting, purchasing or acquiring land for the development of United States air bases in the West Indies and Newfoundland.[31]

In the first days of July, Lord Lothian again presented to the British government a recommendation that the United States be granted the right to develop bases in strategically located British territories in the Western Hemisphere.[32] In its initial reply, the Foreign Office advised Lothian that such an idea could only be considered as part of a broader arrangement for Anglo-American strategic cooperation. Lothian submitted additional reports on July 8 and 10. In these he told of Secretary of State Hull's fear that the forthcoming Pan-American conference at Havana would produce a demand for the United States to seize control of the Caribbean territories owned by non-American states. He also said he had been contacted by Secretary of the Navy Knox with a suggestion that the United States acquire bases in British possessions in return for a cancellation of Britain's war debts, a proposal which Lothian rejected on the grounds that the United States and Britain viewed the war-debt issue from very different angles. Lothian also explained that the failure of the United States to use the rights which had been accorded to its forces at St. Lucia, Bermuda, and Trinidad in 1939 was

31. Colonel Stanley W. Dziuban, Military Relations Between the United States and Canada, 1939-1945, a volume in the series United States Army in World War II: Special Studies (Washington: Office of the Chief of Military History, Department of the Army, 1959), pp. 14-15; and Nancy Harvison Hooker, ed., The Moffat Papers: Selections from the Diplomatic Journals of Jay Pierrepont Moffat, 1919-1943 (Cambridge: Harvard University Press, 1956), p. 317.
32. Butler, Lord Lothian, p. 294; and Woodward, British Foreign Policy, p. 83.

due to adverse public opinion in the United States. He reported that this situation had changed, however, and that public opposition had weakened and the President now wanted positions from which the United States could, if necessary, intervene in South America to oppose German subversion.[33]

The idea of granting bases to the United States dropped out of discussion for about ten days and then it was revived by the Foreign Office and presented to the Cabinet with the support of the Chiefs of Staff. Five major arguments were presented in favor of offering the bases to the United States:

1. The offer would encourage the United States to reciprocate with greater quantitites of urgently needed aid.

2. It would impress upon the United States the significance of Anglo-American ties.

3. It would aid in United States defense of the Western Hemisphere while relieving the Royal Navy of some of its responsibilities in defending the Western Atlantic area. It would shift some of the burdens of sea power to the United States Navy.

4. It would best be done as a unilateral act because an exchange or sale would add to an existing debt difficulty that was expected to get worse anyway.

5. It would reward the United States for tacitly assisting in the war effort by tolerating British war measures such as the blockade, which the United States could have profitted from ignoring, had it so desired.[34]

The War Cabinet discussed for several days the proposal to give bases

33. Woodward, British Foreign Policy, p. 83 and footnote, p. 83.
34. Ibid., pp. 83-84; Butler, Grand Strategy, Vol. 2, p. 245.

to the United States and on July 29 it decided to offer the bases essentially as suggested by Lothian. For unknown reasons, however, this decision was not communicated to Lothian, nor was an explicit offer made to the United States until the first week of August, after the Prime Minister had renewed his request for destroyers.

The destroyer transfer idea and the plan to grant the United States bases in British territory thus developed along separate lines. In retrospect it appears logical that sooner or later the two should have been combined into a single transaction. Determining just when this occurred or who, if any single person, was responsible for it has not been possible. One distinguished naval historian attributes an agreement "in principle" on a Destroyers-Bases exchange to the President, the Prime Minister and the Secretary of the Navy and sets the date of the agreement at July 24, 1940.[35] Others cite an earlier date and recall that an exchange was first mentioned by the President during a conference with William Allen White on June 29, 1940.[36] Still another team of historians does not place a date on the development of the exchange idea, but attributes it to the Century Group described below. They also observe that the remarkable feature is not that the Century Group struck on the idea, but that it was not developed sooner, especially since many newspapers had been promoting a bases-for-war-debts exchange for several years.[37]

35. Samuel Eliot Morison, The Battle of the Atlantic: September 1939-May 1943, volume 1 of History of United States Naval Operations in World War II (Boston: Little, Brown and Company, 1947), pp. 33-34.
36. Philip Goodhart, Fifty Ships that Saved the World: The Foundation of the Anglo-American Alliance (Garden City, N.Y.: Doubleday and Company, 1965), p. 121; and Walter Johnson, The Battle Against Isolation (Chicago: The University of Chicago Press, 1944), p. 91.
37. Langer and Gleason, Challenge to Isolation, p. 746.

The Century Group referred to above was a small body of influential persons with relatively internationalist ideas. They had joined together informally in early June to educate the public in the dangers which the European war held for the United States and to offer an offensive program to meet those dangers. Generally speaking, the Group favored intervention by the United States, and, as an alternative, aid to Britain in excess of that permitted by existing laws. It was closely related to William Allen White's Committee to Defend America by Aiding the Allies, mostly through dual membership. The Century Group met on July 11, 1940, to formulate a program for American assistance to Britain. The proposals released on July 12 called for a formal treaty (requiring ratification with the advice and consent of the Senate) with Britain to cover massive aid (especially food), using United States ships to convoy it to Britain if necessary; the defense of Britain by American forces; legalization of loans to Britain; and a speeding up of munitions shipments. In exchange for this aid the British were to be asked to guarantee that the Royal Navy would be moved to the Western Hemisphere and continue to fight in the event the British Isles were invaded and subjugated.[38]

In its discussions on July 11, the Group had also touched upon the idea of exchanging destroyers for bases. Key members of the group, including columnist Joseph Alsop, consulted with British and American military and civil officials and discussed their ideas with and received assistance from Lord Lothian. On July 25 the Century Group met again and heard a report by Alsop which outlined the extent of existing support for a Destroyers-Bases exchange and listed some of the ways in which the

38. Langer and Gleason, Challenge to Isolation, p. 711.

transaction could be accomplished.[39] The report mentioned a Congressional method in which new legislation would authorize the exchange, but this was written off as hopeless because of the presence in the Senate of a staunch isolationist bloc. A legal course involving evasion of existing laws by making hair-splitting distinctions and debatable interpretations was also available, but it was deemed inferior to a political course based on the combined support of the President and his opponent in the forthcoming election, Republican presidential nominee, Wendell Willkie.

From the contents of Alsop's report, the Century Group drafted a memorandum to be submitted to the President and Mr. Willkie for their approval. It would then be used as the basis of a campaign to raise public support and generate political pressure. The memorandum said America's most important protection against invasion was the presence of the British Fleet in the North Atlantic. It also argued that the continued presence of that fleet depended on the ability of the British Isles to resist the Nazi invasion which then appeared imminent. Stating that "the British chances of success are at present doubtful; but responsible British officials believe that they could successfully withstand invasion if they had one hundred more destroyers," the memorandum outlined the availability of United States destroyers and the ability of the Royal Navy to put them into immediate service. It concluded that "in the interests of its own national defense the United States should put a hundred of these destroyers into British hands at once."[40] In return for the destroyers the memorandum proposed a pledge by the British government concerning the future of its fleet and "immediate naval and air concessions in British possessions in

39. Langer and Gleason, Challenge to Isolation, pp. 746 ff.
40. Ibid., p. 747.

the Western Hemisphere." This memorandum and the plans of the Century Group were presented to the President by Clark Eichelberger, Herbert Agar and Ward Cheney, three leading members of the Group, on August 1, 1940. The President's apparently non-committal response was a disappointment to the Group, but it decided to carry out its plan for building public support in hopes that the President's hesitancy would be removed by public approval of the exchange proposal.[41]

One key development in the destroyer transfer scheme occurred on July 19, 1940, when the President was sent a memorandum by his adviser, Benjamin V. Cohen. This memo was a harbinger of much of the thought and legal interpretation through which the Destroyers-Bases exchange was ultimately justified. It was prepared by Mr. Cohen at the instigation of Supreme Court Justice Felix Frankfurter, who was deeply distressed by the possibility of a British defeat. Justice Frankfurter also believed that it would be possible to interpret United States laws in a way that would make it possible to render more aid to Britain.[42] Entitled "Sending Effective Material Aid to Great Britain with Particular Reference to the Sending of Destroyers," the Cohen memorandum was a twelve page legal analysis which argued that under existing statutes the President already had the power to transfer destroyers to Britain without further Congressional approval. The memorandum deserves detailed study because it contains almost all of the arguments and legal interpretations which were employed to legitimize the Destroyers-Bases exchange.

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41. Langer and Gleason, Challenge to Isolation, p. 749; and Goodhart, Fifty Ships that Saved the World, p. 147.
42. Interview with Mr. Benjamin V. Cohen, October 25, 1966.

Mr. Cohen began by pointing out the degree to which British sea power contributed to the defense of the United States. By resisting Germany--even if she were ultimately defeated--Britain kept that aggressor occupied and prevented an attack on the United States. Under those circumstances, Mr. Cohen argued, assistance to Britain should properly be considered a contribution to the defense of the United States. He said it would be unwise to interpret laws which had been enacted to assist in national defense in such a way that they prevented actions which were required by a "realistic appreciation of the interests of our national self-defense."[43]

Finding the issue of transferring some old but reconditioned destroyers to be the most urgent question regarding aid to Britain, Mr. Cohen listed the ways that such ships could be lawfully released from the Navy and sold to private owners. An act of August 29, 1916 authorized the Secretary of the Navy to sell certain classes of auxiliary vessels that were 18 or more years old and "unsuited to the present needs of the Navy"; another act (March 3, 1901) authorized the President to establish and to modify when needed the classification of naval vessels. Mr. Cohen suggested that the President could reclassify the old destroyers to put them into a category which the Secretary of the Navy was authorized to sell under the Act of August 29, 1916. If the Secretary of the Navy then certified the vessels to be "unsuited to the present needs of the Navy" and the Chief of Naval Operations, in compliance with the Act of June 28, 1940, certified that they were not essential

43. Memorandum, Ben V. Cohen to Miss Marguerite Le Hand, July 19, 1940, with enclosed memorandum for the President, U. S. National Archives, Franklin D. Roosevelt Library. Unless otherwise noted, subsequent quotations in the discussion of the Cohen memorandum are from the same source.

to national defense, they could be sold to private owners. Mr. Cohen argued that it would be perfectly legal and proper for these certificates to be issued if both the Secretary of the Navy and the Chief of Naval Operations found that releasing the vessels would be more beneficial to United States defenses than retaining them. Under Mr. Cohen's assumptions regarding the role of the Royal Navy in American defense, such a finding would be justified. To support his position that it would be improper to interpret the details of the laws so literally as to prevent a course of conduct that would be consistent with the basic objectives of the same laws, Mr. Cohen cited three Supreme Court cases in which it was held proper to construe the words of a law so as to give reasonable effect to the intent of the legislature.[44]

As an alternative method for legally disposing of the ships, Mr. Cohen cited an Act of August 5, 1882 which gave the Secretary of the Navy authority to strike from the naval register those vessels found unfit for further service and those under construction whose completion would be excessively costly. Under an Act of March 3, 1883, the Secretary of the Navy was empowered to sell any such vessels at public sale for not less than their appraised value "or in such other manner as the President may direct in writing." Mr. Cohen therefore suggested that the Secretary could declare the destroyers unfit for service or unworthy of the cost of rehabilitation and order them stricken from the register. They could then be sold to private owners or, if the President gave the requisite written instructions, they could even be transferred directly to Britain.

44. U.S. v. Dickerson, S.E.C. v. U.S. Realty and Improvement Corporation, and U.S. v. American Trucking Association, all heard in the Supreme Court's October 1939 term.

Mr. Cohen even found a third method for a lawful transfer of the ships. This scheme was based upon the fact that the Army was authorized to exchange or trade-in obsolescent equipment for other military material. Since there were provisions for free interchange of materials between the Army and Navy, Mr. Cohen argued that naval materials should not be placed under more severe restrictions than Army materials. When applied to the proposed destroyer transfer, this meant that, pursuant to the Act of July 11, 1919 authorizing inter-service exchanges, the Secretary of War could request and the Secretary of the Navy could approve the transfer of the old destroyers to the Army. If the Army Chief of Staff would then certify that the ships were not essential to national defense (as required by the Act of June 28, 1940), the Secretary of War could, under an act of July 2, 1940, enter a contract to exchange the obsolescent material for other military supplies which were in short supply. Mr. Cohen's first step was thus to outline three ways in which, under existing laws, the old destroyers could be transferred from the government to private owners.

The next step was to establish the legality of a subsequent transfer of the ships from private owners to Britain. Thus, in the third section of his memorandum, Mr. Cohen analyzed and discussed the provisions of international and United States law bearing on this point. Noting that under international law, private persons in a neutral country are free to sell contraband materials to belligerents subject only to the risk of confiscation by an opposing belligerent, Mr. Cohen stated that the precise rules regulating the sale of armed vessels by private neutrals to belligerents were the subject of considerable debate and difference of opinion. Nevertheless, he found agreement among

international law authorities that the pertinent basic rule prohibited a neutral nation from allowing itself to be used as a base from which a belligerent could conduct hostile operations. After citing the cases of The Santissima Trinidad and The Meteor, in which warships, like arms and ammunitions, were held to be absolute contraband (implying that they could be sold by private persons at the risk of confiscation), Mr. Cohen examined the rules of international law relating to duties of a neutral. He studied "The Three Rules of Washington" formulated during negotiation of the Treaty of Washington (1871) and the Alabama claims case, and the rules contained in the Thirteenth Convention of the Second Hague Conference (1907). In all these cases Mr. Cohen found nothing to prohibit the sale of warships to a belligerent, provided the vessels had not been built for or at the order of the belligerent. He also found that the United States was free to let warships which passed the above test depart from her ports so long as they were only supplied with sufficient crew and provisions to transit directly to the belligerent's nearest port without conducting hostile operations en route. Mr. Cohen thus concluded the sale of a warship by a private citizen was, under certain circumstances related to the reason for constructing the vessel and the extent of its manning, perfectly consistent with the duties of a neutral under international law.

In discussing and analyzing pertinent domestic laws, Mr. Cohen once again began by asserting that it would be necessary to keep the purpose of legislation in mind and to interpret the words of the law so as to achieve that purpose. On this point, Mr. Cohen argued that the purpose of domestic legislation was simply to place the aforementioned rules of international law into effect; there was no intent to extend or expand

upon those rules and it would be improper to interpret the laws in a way that did so. It was with such a construction in mind that Mr. Cohen examined the three pieces of domestic law which affected a transfer of warships.

The first piece of legislation cited by Mr. Cohen is a criminal law which had its origin in an act of June 5, 1794. That act was passed to prevent the fitting out and supporting of French privateers in United States ports; its contemporary version established the punishment of one who engaged in the fitting out or arming of "any vessel with intent that such vessel shall be employed in the service of . . . [foreign persons or governments] . . . to cruise, or commit hostilities against any [foreign persons or governments] . . . with whom the United States are at peace . . ."[45] Mr. Cohen argued that the intent of this law was properly interpreted and implemented by the Supreme Court in the case of The Santissima Trinidad when it was found that the act did not bar the sale of a warship as a commercial enterprise. There was held to be no violation of neutrality unless it had been intended that the vessel conduct hostile operations en route from the United States to the belligerent's port.

The other two pieces of domestic legislation which Mr. Cohen found to be relevant were both part of the Espionage Act of June 15, 1917. Section 503 of this act reads as follows:

> During a war in which the United States is a neutral nation, it shall be unlawful to send out of the jurisdiction of the United States any vessel built, armed, or equipped as a vessel of war, or converted from a private vessel into a vessel of war, with any intent or under any agreement or contract, written or oral, that such vessel

45. United States Code, Title 18, Section 23, as quoted in the Cohen memorandum.

> shall be delivered to a belligerent nation, or to an agent, officer, or citizen of such nation, or with reasonable cause to believe that the said vessel shall or will be employed in the service of any such belligerent nation after its departure from the jurisdiction of the United States.[46]

Mr. Cohen argued that this section, in spite of its ambiguous language, only made it illegal to send out of the United States any warship fitted out or converted on the order or specification of a belligerent state, whether or not there was an intent or expectation that the vessel would engage in hostilities before reaching a belligerent port. Mr. Cohen declared that the act did not prohibit the sending out of any warship when there was an intent or expectation that it would enter the service of a belligerent, because an investigation of the act's legislative history revealed that the Senate deleted a provision specifically prohibiting such a "sending out" from the House of Representatives version of the bill and inserted instead the wording suggested by the Attorney General. The Senate version was accepted by the House in conference committee. Mr. Cohen concluded that Section 503 of the Espionage Act only prohibited the sending out of warships built or converted to the specification or order of a belligerent. Since the old destroyers were clearly not in this group, Section 503 would not prevent their being sent out of the United States.

Section 502 of the Espionage Act was also interpreted as being enacted to support the obligations placed on the United States by international law. This section gave the President the power to detain in United States ports any vessel of war (except a foreign public vessel) until he had received satisfactory proof that the vessel would not be

46. Act of June 15, 1917 (c. 30, 40 Stat. 217, 222) as quoted in the Cohen memorandum.

used to commit hostilities or be sold to a belligerent while it was in United States territorial waters or on the high seas after leaving such waters. This would not interfere with the departure of a vessel which was to be transferred or sold in its next port, whether neutral or belligerent. Mr. Cohen concluded, therefore, that the old destroyers could be permitted to leave the United States and sail to a neutral port (or a belligerent port not closed to United States vessels by the Neutrality Act of 1939) provided the President was convinced that the vessels would not engage in belligerent actions en route and even though he knew that the ships would be sold or transferred to a belligerent once they reached their destination. Mr. Cohen even went further and suggested that if similar assurances were obtained the vessels could be sold in a United States port and then depart immediately.

In a footnote, Mr. Cohen pointed out that his whole proposal was based on the assumption that the destroyers would be transferred via private owners. If it were done directly between governments, he observed, the domestic legislation would be no problem, since it was applicable only to individuals and not to the goverment. At the same time, Mr. Cohen acknowledged that a direct governmental transfer would be a clear violation of the rules of international law as understood by him and most authorities on the subject. Still, he suggested that this course could be justified as a proper reprisal for Germany's violation of the Kellogg Peace Pact. Stating that "International law rests upon mutuality," Mr. Cohen argued that "There is no particular merit or morality in neutral countries observing rules of law in their relations with a belligerent which refuses to observe these rules in its relations with them."

The Cohen memorandum closed with a brief summary of the existing lawful methods by which destroyers might be sold to private owners who could then issue the appropriate assurances, remove the vessels to other ports and sell them to Britain. By bolstering the Royal Navy and strengthening British sea power, an important element in America's defensive array would be reinforced.

The President's reaction to the Cohen memorandum was recorded in a note dated July 22 by which the memorandum was forwarded to the Secretary of the Navy for his consideration. In this note the President said be believed the Chief of Naval Operations/Chief of Staff certification requirement in the Act of June 28, 1940, was "intended to be a complete prohibition of sale," and that Mr. Cohen's legal interpretations could not overcome such a direct Congressional mandate.[47] After observing that Congress was not then in a frame of mind to approve any form of sale, the President suggested that the Secretary of the Navy consider requesting Congressional approval for a sale of old destroyers to Canada at some later date. Such a sale would be made conditional on the use of the ships in the Western Hemisphere only ("from Greenland to British Guiana including Bermuda and the West Indies").[48] The destroyers would thus continue to be engaged in defending the Americas while releasing other ships for use elsewhere. The sale would also transfer some of the burdens of the Neutrality Patrol to Canadian forces.

Another naval matter was a significant factor in decisions affecting the destroyer-transfer suggestions: the question of the future of

47. Memorandum, President to the Secretary of the Navy, July 22, 1940, U.S. National Archives, Franklin D. Roosevelt Library; also in Elliott Roosevelt, ed., F.D.R.: His Personal Letters, 1928-1945, Vol. 2, p. 1048.
48. Ibid.

the British Fleet if Germany defeated Britain or occupied the British Isles. From the United States point of view, this was a crucial question not only because the Royal Navy played a major role in keeping German military forces confined to Europe, but also because there was a natural reluctance to release ships if those ships might someday fall under the control of a potential opponent.

For Britain, the Royal Navy was its strongest card in bargaining with the United States for support and assistance. Public statements that the fleet would never surrender were used to prove Britain's steadfastness and its dedication to the task of defeating German tyranny; private implications that a German victory might mean German control of the seas via control of the British fleet were used to convince the United States that Britain must be preserved.

As noted earlier, the Prime Minister had told Ambassador Kennedy on May 15 that Britain would never surrender and implied that if the worst were to come, the government and the fleet would move to Canada and continue to fight.[49]

The Prime Minister took the opposite tack in his message to the President on May 20. After repeating that his administration would never surrender, he warned that a substantial German victory would probably produce a change of governments and that the current administration could not predict the conduct of those who "come in to parley amid the ruins."[50] He warned the United States that the British fleet would be the main bargaining tool for such a government, and that if the

49. Langer and Gleason, Challenge to Isolation, p. 482. These comments may have been made largely for the Ambassador's benefit since he was not at that time optimistic about the future of Britain.
50. Churchill, Their Finest Hour, p. 51.

United States did not come to Britain's aid, "no one would have the right to blame those then responsible if they made the best terms they could for the surviving inhabitants."[51]

This combination of determined statements, usually in public, and grim warnings, always in private, continued in June. Speaking to Parliament on June 4, the Prime Minister expressed unwavering determination:

> We shall never surrender; and even if, which we do not for a moment believe, this Island or a large part of it were subjugated and starving, then our Empire beyond the seas, armed and guarded by the British Fleet, would carry on the struggle until, in God's good time, the New World, with all its power and might, steps forth to the rescue and the liberation of the Old.[52]

The British Ambassador in Washington was concerned by this speech. He notified the Prime Minister of his fear that it would encourage those who believed there was nothing to be gained from aiding Britain if the British fleet would move to the United States or Canada in the event of a German invasion. In his reply, the Prime Minister told the Ambassador that his public statements had been intended to encourage the Dominions and to discourage Germany and Italy who sought a short, swift war. He then informed Lothian of his private messages to the President, warning of the possible accession of "some Quisling Government" which would hand the fleet to Germany. He directed the Ambassador to discuss this eventuality with the President and "discourage any complacent assumption on United States' part that they will pick up the *débris* of the British Empire by their present policy."[53] Churchill continued: "On the contrary, they run the terrible risk that their

51. Churchill, *Their Finest Hour*, p. 51.
52. *Ibid.*, pp. 354-355.
53. *Ibid.*, p. 355.

sea-power will be completely over-matched." After predicting that a victorious Germany would claim islands and naval bases to "hold the United States in awe," the Prime Minister concluded his discussion-instructions to the Ambassador with this forecast: "If we go down, Hitler has a very good chance of conquering the world."[54] It was a month later before Lord Lothian was able to report that American public opinion was beginning to grasp the likelihood that a British defeat accompanied by American neutrality would mean loss of the British fleet. Lothian also reported that in spite of this understanding, there still was not sufficient public support to permit a destroyer transfer unless it was coupled with a promise that the British fleet (or its remnants) would move to the United States if Britain fell.

At the end of July, 1940, the many threads of the Destroyers-Bases exchange began to converge. The proposals for transferring destroyers, concerns about the future of the British fleet and the question of additional bases for hemispheric defense were renewed in rapid sequence and incorporated into a single complex issue.

On July 31 the Prime Minister sent another of his famous messages to the President. He described Britain's need for the destroyers and the other craft which he had requested as "most urgent."[55] He outlined the tactical and strategic demands on the British fleet, the progress of ship construction, and the statistics on recent destroyer losses. He expressed a fear that the whole war could be lost through Britain's inability, if unreinforced, to withstand the current loss rate. Then the Prime Minister renewed his plea for "fifty or sixty" of the old

54. Churchill, Their Finest Hour, p. 355.
55. Ibid., p. 356.

American destroyers. He tactfully suggested that he was confident the President, having been fully informed of Britain's true situation, would "leave nothing undone" to make certain the destroyers were sent to Britain immediately.[56] After outlining how he intended to employ the transferred vessels, the Prime Minister emphasized the seriousness of the situation:

> Mr. President, with great respect I must tell you that in the long history of the world this is a thing to do now. Large construction is coming to me in 1941, but the crisis will be reached long before 1941. I know you will do all in your power, but I feel entitled and bound to put the gravity and urgency of the position before you.[57]

The Prime Minister proceeded to stress the priority attached to destroyers and said that if they were sent, he was sure the other "invaluable" items, such as seaplanes and torpedo boats, could also be supplied.

It was on the day after receiving this urgent message that the President received the Century Group representatives who presented their proposal for exchanging destroyers for military concessions in British possessions and a pledge on the future of the Royal Navy.[58] The President's attitude toward this suggestion may well have been due to the Prime Minister's grim message and a consequent desire to give full but cautious consideration to all aid proposals. On the same day, the President also talked to the British Ambassador, to whom he gave the impression that he and his advisers were willing to sell 50 or 60 destroyers. But, as Lothian reported to the British government, the

56. Churchill, Their Finest Hour, p. 356.
57. Ibid.
58. See p. 30 above.

President and his staff felt certain that legislation would be needed to authorize a transfer, and they anticipated substantial Congressional opposition to such legislation.[59] Moreover, there was some apprehension that the matter might become a major issue in the forthcoming election campaign, since the President's Republican opponent merely supported a destroyer transfer "in principle" but refused to pledge non-opposition to the enabling legislation. The President believed that the necessary legislation could be passed only if the transaction were depicted as a step to improve United States and hemispheric defenses and one which would not increase the danger of entanglement in the European war.[60]

Lothian considered these difficulties facing the President and responded with two suggestions. On August 1 he presented them first to the President and later to the Secretary of the Navy. His first proposal was that the United States transfer the old destroyers to the Royal Canadian Navy, with Canada then assigning the vessels to European waters. In exchange, the British government would pledge that certain British cruisers would be assigned to carry out Canada's share of Western Hemisphere defense in the event Britain were occupied. The second suggestion was that the destroyers be sold directly to Britain in exchange for defensive bases in the Western Hemisphere.[61] The Secretary of the Navy said that only the second alternative had a chance of receiving Congressional approval.[62]

Early on August 2, Secretary of the Navy Knox called Secretary of

59. Hall, North American Supply, p. 142; and Woodward, British Foreign Policy, p. 84.
60. Hall, North American Supply, p. 142.
61. Woodward, British Foreign Policy, p. 84.
62. Ibid.; and Secret Diary of Harold L. Ickes, Vol. 3, p. 283.

the Interior Ickes and related the contents of his discussions of the previous evening with the British Ambassador. He also told Mr. Ickes that he had discussed the situation with Secretary of War Stimson. They had decided to raise the matter at the Cabinet meeting scheduled for later that day and to support a proposal to transfer destroyers in exchange for bases and a fleet pledge. Secretary Knox then asked Secretary Ickes to attend the Cabinet meeting and lend his support to the move, a request to which Mr. Ickes assented.[63]

As the Destroyers-Bases exchange proposal thus approached the point of formal consideration, the President had the opportunity to inform the public that the matter was being considered, but he chose not to do so. At his August 2 press conference, he was asked whether, as reported by a Century Group representative, he favored the sale of old destroyers to Britain. The President replied that he did not think there was any news on that situation. This response carefully concealed the fact that the matter was about to receive official consideration. When the Cabinet met late in the afternoon on Friday, August 2, 1940, the proposal was not only considered; it was approved.

63. Secret Diary of Harold L. Ickes, Vol. 3, p. 283.

CHAPTER III

Negotiation of the Exchange Agreement, August - September, 1940

When the Cabinet met on August 2, 1940, Secretary Knox reported the contents of his previous evening's conversation with the British Ambassador, Lord Lothian. He also presented the two methods which the Ambassador had suggested as possible ways to effect a destroyer transfer, with Knox lending his personal support to the destroyers-for-bases exchange proposal. This position had the firm support of several other cabinet members (Ickes, Stimson, and Morgenthau) and seemed to have Presidential approval as well.[1] After a lengthy discussion in which there was general agreement that 50 or 60 of the old destroyers should be transferred to Britain, Secretary of State Hull, recently returned from the Havana conference of Foreign Ministers, pointed out that a sale of British territory in the Western Hemisphere (even when exchanged for destroyers) might violate the new Havana agreements on non-acquisition and non-transfer of territories.[2] Perhaps recalling the 1939 arrangements for using Trinidad, St. Lucia, and Bermuda, the President suggested that this difficulty could be avoided by leasing rather than buying the bases.[3]

Having agreed that there would be an exchange of destroyers and bases, the conversation shifted to the problem of finding a method by which the exchange could be accomplished. It was decided that authorizing legislation would be required and that substantial Republican backing would be needed

1. J.R.M. Butler, Lord Lothian (Philip Kerr) 1882-1940, p. 294; The Secret Diary of Harold L. Ickes, Volume III, p. 292.
2. William L. Langer and S. Everett Gleason, The Challenge to Isolation 1937-1940, pp. 749-750; Stetson Conn and Byron Fairchild, The Framework of Hemisphere Defense, p. 54.
3. Langer and Gleason, Challenge to Isolation, p. 750.

to pass such legislation. Plans were made to consult with the Republican leader, Mr. Willkie, and to ask his assistance. It was also decided that it would be necessary to have an "ironclad guarantee" on the future of the British fleet to obtain Congressional approval of the transfer.[4] The British Government would therefore be asked first "to give positive assurance that the British Navy, in the event of German success in Great Britain, would not under any conceivable circumstances fall into the hands of the Germans," and second, to promise that the vessels of its fleet "would not be sunk, but would sail for North American or British Empire ports where they would remain afloat and available."[5] The President viewed this decision to proceed with an exchange of destroyers for bases and a fleet pledge as such an important step that he personally prepared a memorandum account of the Cabinet meeting and its conclusions, an action he reserved for rare and important occasions.

On the same day that the Cabinet approved a Destroyers-Bases exchange, a draft memorandum on the subject was prepared within the office of the Chief of Naval Operations. This memorandum, addressed to the Secretary of the Navy, proposed that the United States demand a cession of all British possessions in the Western Hemisphere (except Canada), in return for 50 old destroyers.[6] With respect to this British territory, first priority was placed on the acquisition of Trinidad-Tobago, Newfoundland and Bermuda. St. Lucia and British Guiana were included among the second

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4. Conn and Fairchild, Framework of Hemisphere Defense, p. 54.
5. Elliot Roosevelt, ed., FDR: His Personal Letters 1928-1945, vol. 2, p. 1050.
6. Memorandum for the Secretary of the Navy dated August 2, 1940. Navy Department Archives. A notation on the face of this document indicates that it probably never reached the Secretary of the Navy. It is important as an indication of sentiments inside the naval staff. An accompanying memo of August 2, 1940, possibly a draft of this memorandum, frankly recognizes any destroyer transfer as a violation of international law (citing the Hague Convention) and domestic law (citing three U.S. acts).

priority territories, while Jamaica and the Bahamas were listed among the third priority group and the Leeward Islands were assigned the lowest priority. With respect to the ships, this memorandum said that they should be delivered to the Royal Navy, fully stocked and supplied, at Bermuda or Halifax. The memorandum supported a demand for a fleet pledge, but pointed out that any commitment would not be binding on a successor government which might be formed to accept a dictated peace or armistice. One of the most revealing parts of the document concerned the legality and ultimate effect of a destroyer transfer. The section follows:

> Attention is invited to the fact that this transfer of naval vessels to Great Britain will be contrary to certain revised [U.S.] statutes and also contrary to international law and it may be considered a cause for war by Germany. It will thus require legislation by the Congress with full recognition of the probability of involvement in the war.[7]

Meanwhile, Lord Lothian reported to London his conversations with Secretary Knox and submitted his alternative suggestions for transferring American destroyers to Canada or exchanging them for Western Atlantic bases. The Prime Minister's reply on August 3 was a directive to proceed at "full steam" with the exchange suggestion modified to provide for indefinite lease of base sites rather than outright sale.[8] The Prime Minister also made it clear to his Ambassador that approval of the exchange suggestion was strictly conditional and depended on the prompt delivery of the ships and flying boats which had been requested.[9] He also told the Ambassador to notify Secretary Knox that a request for bases would be

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7. Memorandum for the Secretary of the Navy dated August 2, 1940. Navy Department Archives.
8. Butler, Lord Lothian, p. 295; Winston S. Churchill, Their Finest Hour, p. 357; Langer and Gleason, Challenge to Isolation p. 751.
9. Churchill, Their Finest Hour, p. 357; Langer and Gleason, Challenge to Isolation, p. 751.

agreeable if it were accompanied by the immediate sending of the destroyers and patrol seaplanes. The Prime Minister was aware of the inequality of the proposed exchange if measured in physical or monetary terms, but he believed the political value of an un-neutral act by the United States served as an adequate counter-weight. The Prime Minister was convinced that British and American survival were so interdependent that they formed a single goal, and that bargains favoring one country or the other were permissible so long as they contributed to the achievement of the common goal.[10] In approving a Destroyers-Bases exchange "in principle," the Prime Minister and the War Cabinet stipulated that it would be necessary to obtain the approval of the colonies and territories concerned, since the bases would involve "a serious sacrifice and disturbance of their life for the sake of the Empire."[11]

On August 3, Lothian advised the Prime Minister that the President believed some type of "public assurance" regarding the future of the British fleet would be necessary to ensure Congressional approval of the authorizing legislation. According to one report, the Ambassador said that Secretaries Hull and Welles believed the odds <u>against</u> passage of the legislation were 4 to 1, even <u>with</u> a public fleet pledge.[12]

On August 4, the British Ambassador called on Secretary of State Hull to present anew the British requests for the old American destroyers needed to carry Britain over her "emergency situation."[13] The Ambassador explained that he had discussed the matter with the President while the

10. Langer and Gleason, <u>Challenge to Isolation</u>, p. 751.
11. Churchill, <u>Their Finest Hour</u>, p. 358; Sir Llewellyn Woodward, <u>British Foreign Policy in the Second World War</u>, p. 84.
12. Woodward, <u>British Foreign Policy</u>, p. 84.
13. <u>The Memoirs of Cordell Hull</u>, vol. 1, p. 831, quoting Lothian.

Secretary had been in Havana, and that he wanted to inform Hull of the situation so that results could be achieved within the "next few weeks."[14] At the same time, in compliance with his instructions from London, the Ambassador told Secretary Hull that Britain was willing to make available to the United States naval and air bases at certain British territories in the Western Hemisphere, including Bermuda, Newfoundland and some of the islands adjacent to Central and South America.[15]

The Secretary's response to this offer was rather cool and cautious. He first pointed out that the obligations accepted at Havana made it necessary for the bases to be "for the benefit of all the American Republics."[16] He described the complicated procedures involved in obtaining legislation to permit the transfer of destroyers and he repeated his opinion that there was only a slender chance that Congress would pass such legislation. He concluded by assuring the Ambassador that the matter was receiving "attentive consideration" by the United States.[17]

On the following day, August 5, the British Ambassador delivered to the President a list of the six concessions Britain was willing to grant to the United States:

1. Continuation of facilities and rights previously granted to the United States in Trinidad, Bermuda and Newfoundland.

2. Permission for American military aircraft to land at Jamaica, British Guiana and Trinidad.

3. Authorization for Pan-American Airways, acting as agents of the United States government, to lease a small area near the Trinidad airport and use it as a supply center and radio station.

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14. The Memoirs of Cordell Hull, vol. 1, p. 832, quoting Lothian.
15. Ibid., p. 833; Langer and Gleason, Challenge to Isolation, p. 751.
16. The Memoirs of Cordell Hull, vol. 1, p. 831.
17. Ibid.; Langer and Gleason, Challenge to Isolation, p. 751.

4. Authorization for Pan-American Airways, again as agent of the United States government, to lease an area near Georgetown, British Guiana, and build an airport on it.

5. Authorization for Pan-American Airways, as an agent of the United States, to build an airport near Kingston, Jamaica, under arrangements similar to those by which the company was already operating a seaplane station in that area.

6. Authorization for United States Army aircraft to "make occasional training flights to Newfoundland and make use of the airport there."[18]

On August 8 another note modified this list by inserting a requirement that any facilities established by the United States be opened to "unconditional use," subject to reasonable charges, by any designated British airline operating between the West Indies and North and South America.[19]

On the same day (August 8) the British Ambassador submitted another new statement of British needs:

1. Twelve flotillas of destroyers (96 ships) completely equipped and supplied with torpedoes and ammunition.

2. Priority acquisition of 20 motor torpedo boats under construction for the United States Navy, also fully equipped and stocked.

3. 50 patrol seaplanes and an unspecified number of dive-bombers.

4. 250,000 Lee-Enfield rifles from existing American stock.[20]

Since Secretary Hull had left Washington on a vacation, these three British

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18. U.S., Department of State, Foreign Relations of the United States, 1940, Vol. III, pp. 63-64. (Note, British Embassy, Washington, to State Department.)
19. Ibid., p. 64. (Note, Lothian to Acting Secretary of State Welles, August 8, 1940.)
20. Langer and Gleason, Challenge to Isolation, p. 753; Conn and Fairchild, Framework of Hemisphere Defense, p. 54.

notes and another one referring to the fleet pledge were forwarded to the President by Acting Secretary Welles, but only after Welles had added his own comments. He strongly opposed any use of Pan-American Airways as an agent for the government and apparently his argument was convincing, for there was no further consideration of the idea.

One of the clearest statements of United States reaction to the British notes was in a telegram from Secretary Welles to the American Ambassador in London. Welles told Ambassador Kennedy that the British notes included "certain restricted and entirely unsatisfactory suggestions" regarding Pan-American Airways rights and the use of Newfoundland facilities, and "a very ample statement of British desiderata for naval vessels and airplanes far greater both in scope and in kind than it would be possible to consider."[21]

As early as August 3 or 4, the British Ambassador had reported to London the American desire for a fleet pledge, and the President had submitted a specific request for such a pledge to the Prime Minister on August 6.[22] Earlier, the Prime Minister had told his Ambassador that he would make such a pledge only if Britain remained the sole judge of "when, if ever, the moment had come for the fleet to leave Great Britain."[23] The United States could obtain a voice in that decision only by entering an outright war alliance and the Prime Minister knew the President could not obtain approval for such a drastic step.

The Prime Minister remained reluctant when the President's request was

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21. Foreign Relations, 1940, Vol. III, p. 56 (Telegram, State Department to U.S. Ambassador in London, No. 2330, August 14, 1940).
22. Churchill, Their Finest Hour, p. 358; Langer and Gleason, Challenge to Isolation, p. 752.
23. Woodward, British Foreign Policy, p. 85.

received. On the following day, in a note to the Foreign Secretary, he expressed his opposition to a pledge and based it on two grounds. He said public morale would be damaged and German leaders encouraged by an implicit admission that Britain might be overrun, and he feared the United States might acquire, as one of the rights received in exchange for the destroyers, an apparent authority to demand the redeployment of the British fleet.[24] The Prime Minister derived some satisfaction from the President's request because it indicated that his warnings about the possibility of a pro-German government in Britain had made an impression, but he still did not want to renew his promises on behalf of the existing government.[25] In the reply which was delivered to the President on August 8, the Prime Minister tried to separate the fleet pledge from the destroyers-and-bases discussions:

> . . . all this [Destroyers-Bases negotiations] has nothing to do with any bargaining or declaration about the future disposition of the British Fleet. . . . there is no warrant for discussing any question of the transference of the Fleet to American or Canadian shores. . . . no such declaration could ever be assented to by us for the purpose of obtaining destroyers or anything like that. . . . we could never agree to the slightest compromising of our full liberty of action, nor tolerate any such defeatist announcement, the effect of which would be disastrous.[26]

In the same message, however, the Prime Minister also made his first statements indicating acceptance in principle of an exchange of destroyers and bases. After reasserting the British need for destroyers and the opinion that sending destroyers would be the best assistance the United States could give Britain in the ensuing months, the Prime Minister said

24. Churchill, Their Finest Hour, pp. 358-359.
25. Ibid., p. 354.
26. Ibid., p. 359.

that Britain had already decided to "offer the United States indefinite lease facilities for naval and air bases in the West Indian islands" and to do so "freely on ground of inevitable common association of naval and military interests . . ."[27] He found it "most agreeable" that the United States suggested the leasing of bases "as an accompaniment to the immediate sending of . . . destroyers."[28]

While specific exchanges such as this were occurring at the highest levels of government, public attention was being drawn to the destroyers-for-bases idea by organized efforts to arouse and mold public opinion. Public statements by well known persons were developing public sentiment in favor of aid to Britain in general and the transfer of destroyers in particular. William Allen White's Committee to Defend America by Aiding the Allies had been drumming up support for such a proposal since its July policy statement, but probably the most influential single statement was that made by General John J. Pershing on August 4, 1940.

In response to urging by the White Committee and the Century Group, the nation's favorite 'old soldier' made a nationwide radio address in which he warned that European events posed a serious threat to the United States and that appeasement would not succeed. He therefore urged that Britain be given all possible aid:

> By sending help to the British we can still hope with confidence to keep the war on the other side of the Atlantic Ocean, where the enemies of liberty, if possible, should be defeated. . . . I say to you solemnly that today may be forever too late to keep war from the Americas. Today may be the last time when by measures short of war we can still prevent war.[29]

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27. Churchill, Their Finest Hour, p. 359.
28. Ibid.
29. The New York Times, August 5, 1940.

General Pershing then offered a specific suggestion to bolster Britain by transferring to the Royal Navy some excess World War I destroyers which could be used in convoy escort, anti-submarine and anti-invasion operations:

> If a proper method can be found America will safeguard her freedom and security by making available to the British or Canadian Government at least fifty of the over-age destroyers which are left from the days of the World War. If the destroyers help save the British Fleet, they may save us from the danger and hardship of another war.[30]

This speech aroused a considerable amount of discussion and popular support for the proposals it contained. It received the approval of several other well-known military figures. In an article which appeared a week later, retired Rear Admiral Harry Yarnell, former Chief of the United States Asiatic Fleet, endorsed the proposals to aid the Royal Navy by a destroyer transfer.[31] A similar statement was issued by a retired Chief of Naval Operations, Admiral William H. Standley.[32] Still another retired Admiral pointed out that the old destroyers were of little or no use to the United States so long as the Royal Navy maintained control of European and Eastern Atlantic waters, whereas they could make an active contribution to United States defenses by joining the British Fleet. As far as the legal issues were concerned, he argued that "both airplanes and destroyers are warships" and if the laws were evaded or violated for aircraft, they should not be permitted to bar the transfer of destroyers.[33]

Through such statements the public first became aware that leading

30. The New York Times, August 5, 1940.
31. The New York Times, August 10, 1940.
32. Langer and Gleason, Challenge to Isolation, p. 756.
33. The New York Times, article by Rear Admiral Yates Sterling, Jr., USN(ret.), August 10, 1940.

public officials were considering a transfer or, as could be implied from some of the proposals, a "swap" involving destroyers. These statements by military figures were supplemented by widespread editorial approval in newspapers and by favorable comments from leading columnists.[34] At this time and throughout the subsequent month, the British Ambassador accepted every opportunity to present Britain's case to the American public in a style intended to elicit support for proposals to aid Britain. He even worked in cooperation with the Century Group.[35] In August, 1940, that organization, along with the Committee to Defend America by Aiding the Allies, intensified its campaign for public approval of a destroyer transfer. Operating as pressure groups with direct personal access to men in the highest echelons of government, these two organizations urged that the old destroyers be sent to Britain. Working through their local affiliations and branch organizations, they sought to generate popular support for a destroyer transfer and thus enable the President to accept the proposals without fear of adverse public reaction.[36]

Acceptance of the destroyer transfer idea was not unanimous, however. Charles Lindberg led a staunch isolationist opposition.[37] In addition, the outlook in most of Washington during the summer of 1940 tended to be pessimistic. Except at the White House and State Department, a British defeat was generally expected. Ironically, one of the least optimistic of persons concerned was the United States Ambassador to London, Joseph P. Kennedy. His messages were "an unrelieved study in indigo."[38] In the

34. Including Walter Lippmann, Herbert Agar, Joseph Alsop and Archibald MacLeish. Forrest Davis and Ernest K. Lindley, How War Came (New York: Simon and Schuster, 1942), p. 91.
35. Butler, Lord Lothian, pp. 289-293.
36. Robert E. Sherwood, Roosevelt and Hopkins: An Intimate History (New York: Harper and Brothers, 1948), pp. 174-175; Walter Johnson, The Battle Against Isolation, pp. 99-117.
37. Davis and Lindley, How War Came, p. 92.
38. Ibid., p. 95.

face of such influential opposition, even the President and his Secretary of State were cautious in spite of their conviction that Britain could endure.[39]

Another noteworthy event which occurred in the early days of August was the first effort to pass legislation authorizing a destroyer transfer or exchange. On August 4, Secretary of State Hull sent the President a draft bill which would have authorized the sale of destroyers by amending the Act of June 28, 1940.[40] After Hull and the President had discussed the draft bill, they realized that it had two serious disadvantages: it would take a long time to be enacted, and it would evoke strong isolationist opposition.[41] The President also knew that no legislation could be passed over concerted Republican opposition. To avoid this eventuality, the President needed the help of his opponent in the election campaign which was then in progress. Mr. Willkie's approval "in principle" of a destroyer transfer was not sufficient. To ensure passage of the bill, he had to take an active lead in persuading the Republicans in Congress to support it. The latter step Mr. Willkie declined to take, leaving the President practically no hope of obtaining the legislation which he then thought was essential.[42]

The legal issues and points of law involved in a destroyer transfer also received serious attention in early August. On August 2, the State Department Legal Adviser, Green Hackworth, submitted a memorandum listing the three acts which interfered with plans to transfer destroyers. It also

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39. Davis and Lindley, How War Came, pp. 95-96.
40. This act prohibited disposition of military or naval material unless the Army Chief of Staff or the Chief of Naval Operations certified that it was not essential defense material. See pp. 22-23 above.
41. The Memoirs of Cordell Hull, vol. 1, p. 833.
42. Ibid., Langer and Gleason, Challenge to Isolation, pp. 753-754.

contained a proposal to amend the most difficult legal barrier, Section 503 of the Espionage Act of 1917, to make the sale and/or transfer of warships lawful if it improved the defenses of the United States.[43] Having disposed of domestic law through the proposed amendment to the Espionage Act, Mr. Hackworth found international law less yielding. The closing comment in his note was: "None of the foregoing would relieve us of the charge that the sale of war craft by this Government to a belligerent government would be unneutral."[44]

On August 11, 1940, The New York Times published a letter to the editor bearing the signatures of four well-known lawyers, Charles C. Burlingham, Thomas D. Thacher, George Rublee and Dean Acheson. It contained a legal analysis of the destroyer transfer proposal and the first public argument that no new legislation was needed to permit a transfer of destroyers. Using the same assumptions and arguments presented in the Cohen memorandum, the letter suggested that a destroyer transfer could be accomplished under existing laws by an executive agreement.

The similarity between the Burlingham letter and the Cohen memorandum was not a coincidence. Mr. Cohen drafted the letter which appeared in The New York Times.[45] He had discussed the matter with Justice Frankfurter again and they had decided that Mr. Cohen's original memorandum had made an impression on the President, but it had not convinced him that he could and should proceed to arrange a destroyer transfer. Mr. Cohen and Justice Frankfurter decided that the next step should be a public statement which

43. Foreign Relations, 1940, Vol. III, p. 59 (Memorandum by the Legal Adviser, August 2, 1940). The pertinent section of the Espionage Act is quoted and discussed above, pp. 35-36.
44. Ibid., p. 61.
45. Interview with Benjamin V. Cohen, October 25, 1966, also the source of the subsequent information concerning the letter to The New York Times.

would place the idea before the President again and also draw public support for the proposal. Justice Frankfurter's status as a member of the Supreme Court and a personal friend of the President precluded him from originating any such public statement; Mr. Cohen's role of adviser, personal friend and consistent supporter of the President would have branded anything he proposed as the 'party line' and a product of official inspiration. In order to lend prestige and an aura of impartiality to the proposed public statement, other men were asked to sign it.

After drafting the letter to the editor, Mr. Cohen forwarded it to Dean Acheson, who made several revisions and additions. Mr. Acheson was selected to sign the letter because he was sympathetic to the proposal and was not serving in the government at the time. He had opposed many of the President's legislative and policy proposals, but retained an excellent reputation both within and without the government. Charles Burlingham was chosen as a signer because he had great influence as an old friend of the President. He had a degree of impartiality because he had broken with the President over several policy issues, particularly the attempt to enlarge the Supreme Court. Originally, JohnFoster Dulles was selected as a Republican signer, but he was unable or unwilling to become involved in the matter, ostensibly because of the pressure of other work. In place of Mr. Dulles (and possibly at his recommendation), Thomas Thacher was asked to sign. Aside from being a Republican and more or less in sympathy with the President's policies, Mr. Thacher had a fine legal reputation as a former Solicitor General. George Rublee was asked to sign because of his good reputation as a lawyer and his previous government service. He was also one of Mr. Acheson's law partners.

As published, the letter to the editor not only concluded that it

would be perfectly legal to turn the destroyers over to private contractors who might then sell them to Britain, but went further and warned that an "unnecessary affirmation" of existing powers by Congress would produce a dangerous delay. One of Mr. Acheson's revisions to the Cohen draft of the letter contained an indirect suggestion that the ships might be part of an exchange rather than an outright sale: "It is quite possible that in connection with the transfer, arrangements might be made which would increase our defensive power in this hemisphere."[46]

In spite of these expert legal opinions, the President still thought any destroyer transfer would encounter legal difficulties. He was particularly concerned by the law of June 28, 1940, which he considered a Congressional statement of opposition to <u>any</u> destroyer transfer. Moreover, as the President read that act, he interpreted it to mean that it would be necessary for the Chief of Naval Operations to declare the old destroyers "useless . . . for defense purposes" before they could be transferred.[47] If the Chief of Naval Operations made such a declaration, it would directly contradict testimony he had recently given before a Congressional committee. On that occasion, he attributed considerable potential value to the ships and denied that keeping them in storage was a waste of public funds.[48]

The destroyer-transfer issue received Presidential scrutiny again on August 13 when the President met with Acting Secretary of State Welles, Secretary of War Stimson, Secretary of the Navy Knox and Secretary of the Treasury Morgenthau. Under the pressure of an increasingly strong and

46. <u>The New York Times</u>, letter to the editor, August 11, 1940.
47. Sherwood, <u>Roosevelt and Hopkins</u>, p. 175.
48. <u>Ibid</u>.

serious German air assault on Britain, the President and his advisers concluded that it was necessary to proceed at once with a Destroyers-Bases exchange of some sort.[49] They reviewed the British proposals of August 5 and 8 but, as noted above, the proposals were found unacceptable.[50] After submitting a formal request to the Attorney General for an opinion on the transfer (especially the legal interpretations contained in the Cohen memorandum and the Burlingham letter), the President drafted a memorandum in which he listed the main points of the proposed exchange. In return for the old destroyers the President wanted a pledge on the future of the British Fleet and an authorization to lease base sites in seven British possessions.[51]

In his August 13 telegram to the Prime Minister, the President said he had considered the earlier British messages requesting aid and had concluded that it might be possible to give Britain "as immediate assistance at least fifty destroyers, the motor torpedo boats . . . and . . . five planes of each of the categories mentioned, the latter to be furnished for war testing purposes."[52] But, the President added, Congress and the people would only approve such aid if "in return therefor the national defense and security of the United States were enhanced."[53] If it proved possible to give the indicated aid, the President said it would also be necessary for the British Government to grant the following in exchange:

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49. Langer and Gleason, Challenge to Isolation, p. 758.
50. See p. 51 above.
51. E. Roosevelt, ed., FDR: His Personal Letters, Vol. II, p. 1052.
52. Langer and Gleason, Challenge to Isolation, p. 758; Foreign Relations, 1940, Vol. III, p. 65 (Telegram, State Department to U.S. Ambassador at London, No. 2316, relaying message from President to Prime Minister, August 13, 1940).
53. Foreign Relations, 1940, Vol. III, p. 65. Same telegram cited above.

> 1. Assurance on the part of the Prime Minister that in the event that the waters of Great Britain become untenable for British ships of war, the latter would not be turned over to the Germans or sunk, but would be sent to other parts of the Empire for continued defense of the Empire.
>
> 2. An agreement on the part of Great Britain that the British Government would authorize the use of Newfoundland, Bermuda, the Bahamas, Jamaica, St. Lucia, Trinidad and British Guiana as naval and air bases by the United States in the event of an attack on the American Hemisphere by any non-American nation; and in the meantime the United States to have the right to establish such bases and to use them for training and exercise purposes with the understanding that the land necessary for the above could be acquired by the United States through purchase or through a ninety-nine year lease.[54]

The President said that details of the bases could be determined later. He closed with an indication that he understood the Prime Minister's reluctance to make public comments about the future of the British fleet and said he would be willing to accept a personal reiteration of the Prime Minister's June 4 statement to Parliament.[55]

This offer to accept a private fleet pledge may indicate that the President had decided not to seek authorizing legislation. Originally, the President requested a public pledge because it would have engendered support for the aid and destroyer transfer policies and made it possible to get the necessary legislation through Congress. There is conflicting evidence on the President's intentions at this time, however, since he had not yet received the Attorney General's opinion which obviated the

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54. Foreign Relations, 1940, Vol. III, p. 65. Same telegram cited in footnote 52. These paragraphs are almost verbatim copies of the memorandum which the President had prepared earlier on the same day.
55. Ibid. For the Prime Minister's statement of June 4, 1940, see p. 40 above.

need for legislation. In addition, subsequent comments by the Secretaries of War and the Navy implied that any transfer would be accomplished only through enabling legislation.[56] One likely explanation is that the President believed that if the Prime Minister accepted the extensive United States demands, the exchange would be so attractive that public and, if requested, Congressional consent would be forthcoming.[57] The President could proceed with negotiations and if the bargain were sufficiently beneficial, the question of legislation would be decided later.

Turning to the British scene, on the morning of August 14, 1940, the War Cabinet had before it an unambiguous offer by the President to supply "at least fifty destroyers" and other material in exchange for a long term lease of specified bases and a promise not to sink or surrender the British fleet. It seems difficult to believe that there could have been any doubt that this was a quid pro quo offer. The Prime Minister's message to the President, sent after the Cabinet had approved the exchange, confirms this opinion. In an unusually prompt reply, the Prime Minister told the President on August 15 that he and his Government could "meet both points . . . necessary to help . . . with Congress and with others concerned" but he added that their willingness to help was conditional on their being assured that there would be no delay in supplying Britain with the ships and seaplanes it had requested.[58] The Prime Minister also agreed to reiterate to the President his June 4 statement to Parliament. The President was cautioned, however, that if he used this pledge in public,

56. Langer and Gleason, Challenge to Isolation, p. 759, footnote 47.
57. Ibid., p. 759.
58. Foreign Relations, 1940, Vol. III, p. 67 (Telegram, U.S. Ambassador at London to State Department, No. 2730, relaying message from Prime Minister to President, August 15, 1940); Churchill, Their Finest Hour, p. 360.

he should "bear in mind the disastrous effect" from the British, and perhaps the American, point of view, of permitting anyone to get the impression that Britain regarded "the conquest of the British Islands and its naval bases as any other than an impossible contingency."[59] The message also agreed to the idea of granting long term leases rather than selling the base sites. The President was reminded that it would be necessary to consult with Canada and Newfoundland before any final agreement could be made regarding sites at Newfoundland, but the Prime Minister said he was sufficiently optimistic of the outcome of those consultations to start sending British crews to Nova Scotia in anticipation of receiving the destroyers.[60]

At about this same time, the Prime Minister of Canada, William L. Mackenzie King, instructed his Ambassador at Washington to see the President, advocate a destroyer transfer and suggest a discussion of naval defenses on the western shores of the Atlantic. When he saw the President on August 15, however, the Canadian Ambassador was told that the British government had made satisfactory assurances with respect to the British fleet and the naval bases and that the President "intended to act in the near future."[61] This implies that on August 15, the President thought a bargain had been reached. It appears that the British Foreign Office interpreted the situation in the same way because on the same day the United Kingdom High Commissioner to Canada told Prime Minister Mackenzie King that arrangements to exchange destroyers for bases and a fleet pledge had been made.[62]

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59. Churchill, Their Finest Hour, p. 360.
60. Foreign Relations, 1940, Vol. III, p. 67 (Same telegram cited in footnote 58); Conn and Fairchild, Framework of Hemisphere Defense, pp. 55-56.
61. J. W. Pickersgill, The Mackenzie King Record, Vol. I, p. 30.
62. Ibid.

Although it appeared that an agreement had been reached, the problem of domestic legal restrictions still existed. The opinions contained in the Burlingham letter were openly approved by Supreme Court Justice Felix Frankfurter on August 15.[63] Apparently, the President was unaware of Justice Frankfurter's role in formulating the Cohen memorandum and the Burlingham letter. He was pleased and encouraged to learn that this distinguished jurist thought the law of 1917 was intended to prevent filibustering and should not be interpreted to interfere with legitimate national defense.

The legality issue received further scrutiny during the following days. In a Cabinet meeting on August 16 the President discussed the matter at length with the Attorney General, who had yet to issue his formal opinion on the matter. On August 17, the Attorney General sent a letter containing an informal preliminary draft opinion to the Secretary of the Navy. Directing his attention to a possible transfer of destroyers to Britain using Canada as an intermediary, the Attorney General accepted the arguments and interpretations of the Cohen memorandum of July 19 and the Burlingham letter of August 10. He concluded that "the Chief of Naval Operations may, and should, certify . . . that such destroyers are not essential to the defense of the United States if in his judgement the exchange of such destroyers for strategic naval and air bases will strengthen rather than impair the total defense of the United States."[64] It is likely, therefore, that by this time (August 17) the President and his advisers had decided to proceed without specific or new legislative authorization.

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63. Langer and Gleason, Challenge to Isolation, p. 762, footnote 53.
64. Philip Goodhart, Fifty Ships that Saved the World, p. 168; Conn and Fairchild, Framework of Hemisphere Defense, p. 56.

As a result of the discussions and consultations between Britain and Canada to which the Prime Minister referred in his message of August 15, Canada's Prime Minister sent the President a telegram suggesting that they meet to discuss the Destroyers-Bases exchange. The President agreed to this suggestion but expanded the agenda to include the broader issues of Canadian and American defense relationships.[65] It appears that the President had a dual purpose in mind: to ensure a favorable public reaction to the Destroyers-Bases exchange by linking it with Hemisphere defense, and to obtain a base site in the Maritime Provinces of Eastern Canada (in addition to Newfoundland, which was not then part of Canada).

The two heads of government and selected Cabinet members met at Ogdensburg, New York, on August 17 and 18. The President read Prime Minister Mackenzie King the messages which he had received from Prime Minister Churchill and the proposed exchange was discussed in detail. The President said he would sell about fifty old destroyers to Britain without asking Congressional approval. He said his lawyers were working on a way to accomplish the transaction without having to face extended Congressional debate. The President also said he was confident that both the public and the Navy would accept the transfer in view of the strategically valuable bases that would be received in return. The President indicated that he hoped to have the details worked out to permit announcement of the exchange within the subsequent week (i.e., August 18-24).[66] The plans for transferring the destroyers at Halifax were discussed and approved. After noting that Britain had finally given a satisfactory pledge on the future

65. Conn and Fairchild, Framework of Hemisphere Defense, p. 371.
66. Nancy Harvison Hooker, ed., The Moffat Papers, p. 328; Pickersgill, Mackenzie King Record, Vol. I, pp. 132, 136.

of the British fleet, the President said that with respect to the selection of base sites, the bases could be divided into three groups: (1) those in the West Indies, to be selected by the United States and Britain; (2) those at Newfoundland where Britain was the legal owner and lessor but Canada had more direct and immediate interests in a strategic as well as a geographic sense; (3) "The Canadian base or bases, which would be selected by the United States and Canada alone."[67] After further discussion of the proposed Canadian base, attention shifted to the matters for which the Ogdensburg meetings have become more famous: defense cooperation and establishment of the Permanent Joint Board for Defense. As expressed at Ogdensburg, the Canadian reaction to the proposed Destroyers-Bases exchange was one of general approval, especially with reference to the "islands of the Atlantic," a carefully chosen phrase which presumably included Newfoundland but excluded the Canadian Maritimes.[68]

The records of the Ogdensburg discussions also provide some insight into the President's thoughts about the prospective base sites. With reference to permanent changes of sovereignty, a point which caused serious fears among the colonial governments, the President reportedly said he did not want sovereignty over the British West Indies locations "even if they were given to him," because " they were a source of continual local trouble."[69] This was confirmed on other occasions when the President, who had become familiar with the poverty of the natives during his visits and fishing trips, stated his reluctance to assume responsibility for the

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67. Hooker, Moffat Papers, p. 329 (quoting Prime Minister Mackenzie King's version of the Ogdensburg discussions as recorded by Pierrepont Moffat, U.S. Ambassador to Canada. Not a quote of President Roosevelt.).
68. Pickersgill, Mackenzie King Record, Vol. I, p. 132.
69. Ibid., p. 135, quoting Mackenzie King diary entry for August 18, 1940.

administration or improvement of the areas.[70] At Ogdensburg, however, the President also criticized British reluctance to make the sites available. The British attitude seemed unreasonable to him. He believed that if the United States became involved in a war with Germany and possession of those islands was essential to American security, he would, if necessary, seize them.[71] It thus appears that the pre-emptive or preventive seizure idea was not completely forgotten.

In mid-August, the State Department drafted an exchange of notes which could be used to trade the destroyers for the bases; the President approved it on August 19.[72] The draft included a lengthy note from the British Ambassador to the Secretary of State and the Secretary's reply. The proposed British note reaffirmed the Prime Minister's statement of June 4 relative to the future of the British fleet and offered to "make available" to the United States, under 99 year lease, naval and air bases in various British possessions in the Western Hemisphere.[73] The proposed offer gave the United States a preponderant voice in site selection and, except for criminal jurisdiction over non-United States citizens, assigned to the United States "all rights, power, and authority within the bases leased, and within the limits of the territorial waters and air spaces adjacent to or in the vicinity of such bases, which the United States would possess or exercise if it were the sovereign of the territory and waters mentioned above."[74] The proposed American response, after commenting that the valuable British offer would greatly enhance the cooperative efforts

70. The Memoirs of Cordell Hull, vol. 1, p. 834.
71. Pickersgill, Mackenzie King Record, Vol. I, p. 135.
72. Langer and Gleason, Challenge to Isolation, p. 762; Conn and Fairchild, Framework of Hemisphere Defense, pp. 56, 57.
73. Langer and Gleason, Challenge to Isolation, pp. 762, 763.
74. Ibid., p. 763.

being made to defend the Western Hemisphere, accepted the offer and said that "in consideration," the United States government would transfer to the British government certain "naval and military materiel" which was to be listed in the final paragraph of the United States reply.[75] Although no list was compiled or entered in the draft note, the materiel referred to included the fifty destroyers, five B-17 bombers, 250,000 rifles and 5 million rounds of ammunition.[76]

At about the same time, the Chief of Naval Operations clearly stated his opinions on several aspects of the proposed Destroyers-Bases exchange. In a memorandum to the Secretary of the Navy on August 17, Admiral Stark opposed the suggestion that the transfer be accomplished by declaring the vessels unfit for service, striking them from the register and selling them to private persons who could then sell them to Britain. Although he was certain that "such an opinion [of unfitness] would be false else the British would not be so anxious to get these same destroyers," the Chief of Naval Operations also speculated that no three-officer board of survey could be found which would make such a finding.[77] Admiral Stark was convinced that the destroyers were not unfit, and in his memorandum he said that if a survey board rendered a finding of unfitness, he would disapprove the report.

Referring to the Act of June 28, 1940, Admiral Stark indicated that he was experiencing doubts about his ability to issue the required certification that the destroyers were not essential to the defense of the United States. While reaffirming his earlier assertions that a trade of

75. Langer and Gleason, Challenge to Isolation, pp. 763.
76. Ibid.
77. Memorandum for the Secretary (from the Chief of Naval Operations), August 17, 1940, Navy Department Archives.

destroyers and bases would be "to the advantage of the United States," he modified his position slightly, making it subject to the proviso that the United States acquire sovereignty over all or the desired parts of the islands on which the bases were to be located. Admiral Stark pointed out that a lease, in contrast to sovereign control, meant that agreements would have to be reached with an additional level of government, that problems of access to and egress from the bases would arise when only one party to the lease was a belligerent, and that a lease could be cancelled by the grantor. In so stating, Admiral Stark implied that he was less certain that a trade of destroyers and leased bases would be advantageous to the United States.

The memorandum also pointed out that the Chief of Naval Operations was conscious of his dual responsibility: as a naval officer, he had a duty to comply with the directives of the President, who is Commander-in-Chief; as Chief of Naval Operations, he had a duty to comply with the Congressional directive limiting the disposal of ships to those which were not essential to national defense. In the light of this double responsibility and his uncertainty whether or not the destroyers were "essential to the defense of the United States" when they could be traded for valuable bases, the Chief of Naval Operations reached two conclusions:

1. If, in the opinion of the Attorney General, the destroyers could be considered non-essential when the net effect of a Destroyers-Bases exchange would be an improvement of American defense, then, as Chief of Naval Operations, he could issue the certificate required by Congress.

2. If the President decided that he could not let his actions be restrained by a Congressional duty placed on the Chief of Naval Operations and he directed that the ships be transferred, Admiral Stark would comply,

but without issuing any certifications.[78]

In a post-script to the same memorandum, dated August 19 and written after the Destroyers-Bases proposals had been discussed with the Secretary of the Navy and the Army Chief of Staff (General George C. Marshall), Admiral Stark noted that he was concerned about the impact this exchange might have on his relations with Congress. If the exchange required doing anything that "would jeopardize the good-will and the reputation for honest, frank, open dealing" that he then had with Congress, Admiral Stark said he "might just as well be relieved."[79]

Even as the Chief of Naval Operations wrestled with his legal duties and responsibilities, plans for a destroyer transfer had worked their way through the higher levels of command and into the operating forces. The commander of the Atlantic destroyer force began drafting preliminary plans early in August on the basis of "persistent rumors" that some of his older ships would be transferred to Britain.[80] It was not until August 20 that he was called to Washington and informed by the Chief of Naval Operations that fifty of the 1200-ton destroyers "would probably be turned over to the British Government."[81] By August 22, preliminary plans had been approved. They set September 6 as the date the first group of destroyers would arrive at the turnover port. On August 30, the first group of ships was ordered to Boston to prepare for transfer.[82]

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78. Memorandum for the Secretary (from the Chief of Naval Operations), August 17, 1940.
79. Ibid. The post-script says that General Marshall concurred on this preference.
80. "Report of Transfer of Forty-Four (44) 1200-ton Destroyers to Great Britain and Six (6) to the Canadian Government Commencing September 6, 1940." From Commander Destroyers, Patrol Force, to Chief of Naval Operations, December 12, 1940, p. A-1. Commander Destroyers, Patrol Force, had previously been designated Commander Destroyers, Atlantic Squadron. Navy Department Archives.
81. Ibid.
82. Ibid., pp. A-1, A-3.

Back at the policy-making level, the decision to proceed with a direct Anglo-American Destroyers-Bases exchange weathered its last period of hesitancy on August 21 when a group of Presidential advisers met in the Attorney General's office for a final discussion of the matter.[83] Someone suggested that it might be better to transfer the destroyers to Canada, a hemispheric neighbor, who could later send the ships to British waters or transfer them to the Royal Navy. The idea received enough support to make Secretary Stimson feel compelled to offer a statement in opposition. He argued that no one would ever believe the ships were intended for Canada and that sending them there would "simply add a discreditable subterfuge to the situation."[84]

It also appears that at this meeting the Attorney General revealed the general nature of the formal opinion which he was preparing for the President.[85] In a memorandum of the same date (August 21), the Chief of Naval Operations advised the President that independently of other considerations, he could not certify that the destroyers were non-essential.[86] Since he had doubts about the essentiality of the destroyers if they could be part of a beneficial exchange, Admiral Stark said he had referred the matter to the Attorney General. Mentioning a "formal opinion," the Admiral's memorandum said the Attorney General had ruled that the Chief of Naval Operations could, and should, issue the required certification if the net result of the entire transaction tended to improve rather than

83. The group included Secretary of War Stimson; Secretary of the Navy Knox; Acting Secretary of State Welles; the Army Chief of Staff, General Marshall; and the Chief of Naval Operations, Admiral Stark.
84. Henry L. Stimson and McGeorge Bundy, On Active Service in Peace and War (New York: Harper and Brothers, 1948), p. 357.
85. Langer and Gleason, Challenge to Isolation, p. 764.
86. Memorandum for the President, August 21, 1940 (contains pencilled initials "F.K." on last page of file copy suggesting that Secretary Knox signed the original, but phrasing and other internal evidence indicates that it was prepared by the Chief of Naval Operations.) Navy Department Archives.

damage national defenses.[87] The Chief of Naval Operations then stated that, in his opinion, the exchange would "strengthen rather than impair the total defense of the United States," and he could thus issue a certification in compliance with the Act of June 28.[88] This commitment by Admiral Stark was subject to the following conditions: (1) that adequate sites were leased, (2) that the lease provisions were broad enough to allow development and use of the bases, and (3) that the necessary funds for development would be made available.[89] Thus, from the United States point of view, the Destroyers-Bases arrangement was set for clear sailing.

Unfortunately the situation regarding the Destroyers-Bases transfer was not as clear in Britain as it was in the United States. The British response to the draft notes of August 19 first became known on August 20. In an address to Parliament, the Prime Minister made the following comments:

> Our Navy is far stronger than it was at the beginning of the war. . . . We hope our friends across the ocean will send us a timely reinforcement to bridge the gap between the peace flotillas of 1939 and the war flotillas of 1941. . . .
>
> Some months ago we came to the conclusion that the interests of the United States and of the British Empire both required that the United States should have facilities for the naval and air defense of the Western Hemisphere against the attack of a Nazi power. . . . We had therefore decided spontaneously, and without being asked or offered any inducement, to inform the Government of the United States that we would be glad to place such defense facilities at their disposal by leasing suitable sites in our Transatlantic possessions . . .[90]

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87. Although he referred to a "formal opinion," the Chief of Naval Operations may have had in mind an opinion which the Attorney General sent to the Secretary of the Navy on August 17, 1940. See p. 64 above.
88. Memorandum for the President, August 21, 1940.
89. Ibid.
90. Winston S. Churchill, Blood, Sweat, and Tears (New York: G. Putnam's Sons, 1941) pp. 346, 350-351.

He continued:

> Presently we learned that anxiety was also felt in the United States about the air and naval defence of their Atlantic seaboard, and President Roosevelt has recently made it clear that he would like to discuss with us, and with . . . Canada and with Newfoundland, the development of American naval and air facilities in Newfoundland and in the West Indies. There is of course no question of any transference of sovereignty - that has never been suggested . . .[91]

At first glance this seemed to confirm the exchange agreement, but it was actually the beginning of a rejection of the exchange idea. The Prime Minister's remarks were intended to emphasize the unilateral nature of the British offer of bases. In his eyes, it was simply a happy coincidence that a prospective destroyer transfer should have developed at about the same time. His references to sovereignty reflected his annoyance at one particular clause in the United States draft note. According to that clause, the United States powers at the bases would have been the same as those it would have had "if it were the sovereign."[92]

On August 22, the President phoned Canadian Prime Minister Mackenzie King to say that he had overcome the legal problems of the destroyer exchange and that negotiations with Britain were proceeding nicely. On the same day, however, Prime Minister Churchill sent the President a message rejecting almost everything contained in the August 19 draft notes.[93] He

91. Churchill, Their Finest Hour, p. 362.
92. See pp. 67-68 for draft note; also Conn and Fairchild, Framework of Hemisphere Defense, p. 57.
93. Pickersgill, Mackenzie King Record, p. 139. On August 22, the President also wrote a long, persuasive letter in favor of an exchange to Senator David I. Walsh, Chairman of the Senate Naval Affairs Committee. Senator Walsh had led the successful fight against the transfer of torpedo boats to Britain and on August 20, he had announced plans to lead a floor fight against any sale of destroyers to either Britain or Canada. The New York Times, August 21, 1940; E. Roosevelt, ed., FDR: His Personal Letters, Vol. II, pp. 1056-1058.

declined to modify or expand upon his statement of June 4 with respect to the British fleet. Moreover, the Prime Minister contradicted the obvious implications of his message of August 15 by denying that he had ever "contemplated anything in the nature of a contract, bargain or sale" between the United States and Britain.[94] After repeating his Parliamentary comment that the British offer of bases was voluntary and unilateral, he said the offer was still extended. The United States could lease the bases even if it was impossible to transfer the destroyers. In short, the Prime Minister proposed that two unilateral and unrelated gifts be made. Britain would give bases and the United States would give destroyers. Each would be given in furtherance of mutual interests and not as part of a quid pro quo.

It seems likely that the Prime Minister had suddenly developed a deep concern over the British public reaction to the Destroyers-Bases ideas. His Parliamentary comments of August 20, made with the approval (in principle) of President Roosevelt, portrayed the transactions in the best possible light from the British point of view. Both the Prime Minister in his message to the President, and the War Cabinet in its decision to support the Prime Minister, emphasized that any overt linkage of the destroyers and bases would be bad because it would lead to a comparison of the monetary value of the properties being exchanged. The British felt that such a monetary reckoning would be inappropriate; it would not take into account the strategic military and political values involved. They also thought

94. See pp. 62-63 above for the message of August 15, 1940; Foreign Relations, 1940, Vol. III, p. 68 (Telegram, U.S. Ambassador at London to State Department, No. 2856, relaying message from Prime Minister to the President, August 22, 1940); Churchill, Their Finest Hour, p. 362; Langer and Gleason, Challenge to Isolation, p. 764-765; Conn and Fairchild, Framework of Hemisphere Defense, p. 57.

it might give the impression that the United States was getting the better of the exchange.[95] There was some fear that the British public would demand cancellation of Britain's war debts in addition to transfer of the destroyers as compensation for the bases.[96]

In the United States, the Prime Minister's telegram produced surprise and irritation. The latter was aggravated by the fact that when the British Ambassador delivered his copy of the telegram, it had appended to it a new list of additional materials desired by Britain: flying boats, pursuit and fighter aircraft, tanks and rifle ammunition.[97] The British Ambassador was informed by the State Department that the proposed gift-and-gift method was "utterly impossible," and the President, in a conference with the Ambassador which was attended by Secretaries Hull, Knox and Stimson, told him the same thing.[98] The President even telephoned the Prime Minister to explain that the destroyers could not be transferred unless they were declared non-essential for United States defense, and that such a declaration could not be made unless their transfer was part of a larger exchange which was beneficial to national defenses.[99]

During the next few days there were several conferences between the British Ambassador and the Secretary of State. The President's difficulties with respect to domestic law were fully explained to Lord Lothian and he realized that the United States could not change its position. He knew

95. Foreign Relations, 1940, Vol. III, pp. 68-69 (Same telegram cited in footnote 94); Churchill, Their Finest Hour, pp. 362-363; Langer and Gleason, Challenge to Isolation, p. 765; and Woodward, British Foreign Policy, p. 86.
96. Woodward, British Foreign Policy, p. 86.
97. Langer and Gleason, Challenge to Isolation, p. 765.
98. Ibid., p. 765-766 and Conn and Fairchild, Framework of Hemisphere Defense, p. 58.
99. Langer and Gleason, Challenge to Isolation, p. 766.

that the United States and Britain were beginning to organize a joint defense for North America, a development which might mature into an alliance. Aware that the United States was then ready to aid Britain by transferring destroyers, even though it might be interpreted as an act of war, he was convinced that extensive delays in completing the transaction would let the isolationists erect an impenetrable legal barrier. Knowing that the people of the United States thought the destroyers and the bases were related, Lord Lothian favored the conclusion of a quid pro quo transaction by an exchange of notes. He believed this could be explained to the British public as the only legal method to implement the policy announced by the Prime Minister in his speech on August 20. Lord Lothian advised the British Foreign Office by telephone on August 23 that only an exchange was possible and that it had to be consummated quickly or the opportunity would be lost.[100]

Even after this message had been relayed to the Prime Minister, however, Mr. Churchill was adamant.[101] He tried to explain his hesitancy in a message which he sent to the President on August 25. The Prime Minister first objected to the difference between the obligations assumed by Britain and by the United States under the draft proposal of August 19, 1940. The United States obligation was limited to providing certain material aid, but Britain was asked to make "undefined concessions . . . from Newfoundland to British Guiana" consisting of such base sites "'as may be required in the judgement of the United States.'"[102] Britain could

100. Woodward, British Foreign Policy, pp. 86-87.
101. Ibid., p. 87.
102. Churchill, Their Finest Hour, p. 364. There are minor differences in the version appearing in Foreign Relations, 1940, Vol. III, p. 70. Churchill was quoting from the United States draft notes of August 19, 1940. Subsequent quotations in this and the following paragraph are from the same source.

be accused of breach of contract if at some later date it was unable to concur in everything the United States requested. The Prime Minister did not want to risk such a serious misunderstanding with the United States. He said that if the transaction were to be considered a contract, the specific obligations of both parties would have to be spelled out in more detail. Drafting such a detailed agreement would be very time-consuming. Since the destroyers were only needed to bridge a temporary shortage, a long delay would seriously reduce their usefulness: the ships would not be available until after the need for them had become less urgent. The Prime Minister refused to give "a blank cheque" on all Britain's "transatlantic possessions merely to bridge this gap." He expected the nation to survive the crisis anyway, although there would be less "risk and suffering" if the destroyers were transferred.

In the second half of his message, Prime Minister Churchill suggested an alternate plan for accomplishing the mutually desirable exchange. Britain would offer "certain fairly well defined facilities" to illustrate the type of gift it proposed to make. These facilities could be discussed by United States and British authorities and modified to some extent, with Britain "remaining the final judge" of what it could give. The key to the Prime Minister's proposal lay in this sentence: "All this we will do freely, trusting entirely to the generosity and goodwill of the American people as to whether they on their part would like to do something for us." The Prime Minister thus persisted in his desire to interpret the exchange as a gift-and-gift transaction. He suggested that if a <u>quid pro quo</u> was essential to the United States Navy under domestic laws, the desired effect could be achieved by a unilateral statement such as an announcement that the gift of bases could not be accepted without granting some gift in return.

These British objections and counter-proposals were discussed by Lothian and Secretary Hull on the afternoon of August 25 and again that evening before the two met with the President. On both occasions Hull reiterated the legal necessity for a direct linkage between the base acquisition and the destroyer transfer. He also pointed out to the Ambassador that aside from the legal conditions making an exchange mandatory, the President had no authority to give public property to anyone.[103]

In spite of Secretary Hull's statements, Lord Lothian presented the Prime Minister's objections and proposals to the President with only a slight modification. Instead of preparing a list of the facilities Britain was willing to grant to the United States and using it as a basis for further negotiation, Lord Lothian suggested that the list be compiled by a joint Anglo-American Committee.[104] The Ambassador presented his proposal in the form of two draft notes. The first dealt with the British offer of bases; the second pledged not to surrender or scuttle the fleet.[105] With the President expressing agreement, Hull quickly told Lothian that this arrangement, which was simply another gift-and-gift suggestion, was not acceptable to the United States. It failed to solve or evade the domestic legal problem and it called for the President to act beyond his authority.

Apparently, Lord Lothian clearly understood the United States position. When he submitted his draft notes to London (following the August 25 meetings with Secretary Hull and the President) he warned that they would <u>not</u> solve the President's dilemma. He predicted that the President would find it necessary to join the two notes and the destroyers to make the

103. <u>The Memoirs of Cordell Hull</u>, vol. 1, p. 835.
104. <u>Ibid.</u>, vol. 1, p. 836.
105. Woodward, <u>British Foreign Policy</u>, p. 87.

arrangement acceptable.[106]

On August 27, Prime Minister Churchill sent a message to President Roosevelt approving, in general, the terms contained in the pair of notes Lord Lothian had drafted. He was unaware that Lothian's proposal had already been rejected by the United States. The Prime Minister also approved a list of bases which the Ambassador had submitted and described as those which the President had in mind. On the recommendation of British military advisers, the Prime Minister suggested that a base at Antigua be added to the list.[107] This addition was probably very agreeable to United States military authorities because they had already developed an interest in using Antigua.[108]

The Prime Minister's message also stated that Britain, as the donor, would necessarily be "the final judge of what the gift is to consist of," with the understanding that every possible effort would be made to meet United States desires.[109] He thus rejected the proposal that sites would be selected solely by the United States and the alternative suggestion that disputes over site selection would be a matter for arbitration. Finally, the Prime Minister asked that the note regarding the future of the fleet be kept private for previously stated reasons of public morale.[110]

Before this message from the Prime Minister was received, however, the United States had developed a new proposal. At the end of the

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106. Woodward, British Foreign Policy, p. 87.
107. The Memoirs of Cordell Hull, vol. 1, p. 839; Churchill, Their Finest Hour, p. 365; Lord Lothian had proposed bases at Newfoundland, Bermuda, the Bahamas, Jamaica, St. Lucia, Trinidad, and British Guiana.
108. "Memorandum Endorsement: Antigua, BWI., Suitability as base for operation of patrol planes." Director, War Plans Division, to Director, Ship Movements Division, June 27, 1940. Navy Department Archives. This memorandum suggested that two or three seaplanes of Patrol Wing 5 visit St. Johns, Antigua. The proposed visit was to be described publicly as "general training" and "familiarization," but it would have had the covert purpose of determining the value of Antigua and possibly Martinique as operating bases.
109. Churchill, Their Finest Hour, p. 365.
110. Ibid.

Roosevelt-Hull-Lothian meeting on August 25, the President had directed the Secretary of State, recently returned from vacation, to work out a new plan.[111] The Secretary met with State Department Legal Adviser Green H. Hackworth and Newman A. Townsend of the Justice Department on August 26. After they had discussed the problem for a short time, Mr. Hackworth suggested a compromise. Since the Prime Minister had not specifically stated which bases would be leased to the United States as a unilateral gift, the list of desired bases could be divided into two groups. One group, consisting of Bermuda and Newfoundland, where significant Canadian and Imperial interests were involved, could be granted as a gift. The second group would contain the West Indies and South American sites where American interests in defending the Panama Canal predominated. Those bases could be leased in exchange for the old destroyers.[112]

Hull immediately recognized this idea as the potential solution to the problem. While Hackworth and Townsend revised Welles' draft notes of August 19, Hull called the President to arrange a meeting to discuss the Hackworth formula. Townsend and Hackworth explained the proposal to the President on the afternoon of August 26 and the President approved of it. The Hackworth compromise received the final approval of the President and Secretaries Hull, Knox and Stimson on the morning of August 27, after it had been revised to comply with the preferences expressed by Prime Minister Churchill in his message of that date.[113] All references to sovereignty

111. The Memoirs of Cordell Hull, vol. 1, p. 837; Conn and Fairchild, Framework of Hemisphere Defense, p. 58.
112. The Memoirs of Cordell Hull, vol. 1, p. 837, and Langer and Gleason, Challenge to Isolation, p. 766.
113. The Memoirs of Cordell Hull, vol. 1, p. 837; Langer and Gleason, Challenge to Isolation, p. 767; for the Prime Minister's message of August 27, see p. 79 above.

were deleted. The arbitration provisions were replaced by a clause making Britain sole judge of the terms of the 'gift' bases, while any disagreements about the others were to be settled by the Secretary of State and the Foreign Secretary.

The compromise draft was next sent to the Chief of Naval Operations. He had requested an opportunity to study it to ensure that it would permit him to certify that the destroyers were not essential to national defense. He then delivered it to Secretary Knox and Lord Lothian aboard the Secretary's yacht, Sequoia. The three discussed the proposal in detail during the evening. Later they called at Secretary Hull's apartment where the few remaining problems were worked out to the satisfaction of all concerned. Lord Lothian then submitted the compromise gift-plus-sale draft to London for approval.[114]

Along with the exchange proposal, which he again described as essential, Lord Lothian reported that the President was willing to separate the fleet pledge from the destroyers and bases. The President proposed to ask if the Prime Minister's statement of June 4 was still valid; an affirmative reply by the Prime Minister would constitute a satisfactory pledge.[115]

While the British were preparing their response to the Hackworth proposal, negotiations were practically suspended. The only thing worth noting was a telegram from the President to Ambassador Kennedy on August 28. This message instructed the Ambassador to explain again to the Prime

114. The Memoirs of Cordell Hull, vol. 1, pp. 838-839; Langer and Gleason, Challenge to Isolation, p. 768.
115. Woodward, British Foreign Policy, p. 87.

Minister the necessity for an element of exchange in the Destroyers-bases transaction.[116]

There was also a significant development in the domestic legal aspect of the exchange; the Attorney General delivered his opinion. Following a chain of legal reasoning very similar to that devised by Benjamin Cohen six weeks earlier, Attorney General Jackson formally advised President Roosevelt that he could conclude the Destroyers-Bases exchange as an executive agreement without reference to Congress. He also said the President could transfer the ships under existing powers if he obtained the appropriate certification by the Chief of Naval Operations.[117] With this opinion to authenticate the legality of his actions, the President was at last fully prepared to complete the exchange.

On August 29 the British War Cabinet considered the Hackworth compromise proposal. There was controversy within the Cabinet. An attempt was made to reserve the right to explain to the British public that the bases were first offered as gift but had been made part of an exchange

116. E. Roosevelt, ed., FDR: His Personal Letters, Vol. II, p. 1061. The President was also trying to explain to the Ambassador why he had been excluded from the exchange negotiations. The occasion was a very long and extremely bitter message from Ambassador Kennedy in which he indicated that he learned more about the negotiations from his discussions with Prime Minister Churchill than he did from the State Department. He included a suggestion that such a failure to keep him informed would normally be adequate reason for submitting his resignation; he did not do so only because he considered it essential for the United States to have an Ambassador in Britain to observe her anticipated defeat. U.S., National Archives, Department of State, Document No. 811.34544/2 4/9: Telegram, Ambassador Kennedy to President Roosevelt, August 27, 1940.

117. The opinion is printed in U.S., Congress, House of Representatives, Acquiring Certain Naval and Air Bases in Exchange for Certain Overage Destroyers, 76th Cong., 3d sess., House Document No. 943. Since the Attorney General's opinion was a primary target for those who criticized the Destroyers-Bases Exchange, further consideration of its contents has been deferred to the next chapter. See pp. 104-107.

to solve "legal and constitutional difficulties in the United States."[118] This move was rejected. Other members of the Cabinet thought the exchange was a poor bargain, but the Foreign Secretary's preference for complying with the demands of the United States prevailed.[119] The Hackworth proposal was accepted with only a few minor changes: the bases at Bermuda and Newfoundland were described as a gift made "freely and without consideration," and more precise sites were specified in several cases.[120]

The British draft was delivered to Secretary Hull late on August 29; he examined it with Admiral Stark and Mr. Hackworth and found that only small changes had been made. Lord Lothian was called in, the changes were discussed and agreement was reached.[121] On the following morning Secretary Hull phoned the revisions to the President who was vacationing at Hyde Park. They were approved. The State Department drafted the final documents for the exchange of notes and also a Presidential message informing Congress of the transaction. These were forwarded to the President on August 31.[122]

In the meantime, the fleet pledge had been made through an exchange of telegrams between the President and the Prime Minister. On August 30,

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118. Foreign Relations, 1940, Vol. III, pp. 71-72 (Telegram, U.S. Ambas- at London to State Department, No. 2948, August 29, 1940).
119. Ibid., p. 72 (Telegram, U.S. Ambassador at London to State Department, No. 2952, August 29, 1940).
120. Langer and Gleason, Challenge to Isolation, p. 768. The Bermuda bases were to be located on the eastern coast and the Great Bay; the base at St. Lucia was to be on the west side of the island. Those in Newfoundland were to be on the Avalon Peninsula and the southern coast. The Bahamas site was specified as being on the eastern side of the chain, while the Jamaica base was to be on the southern coast of the island. The site for the Trinidad base was designated as the west side of the island in the Gulf of Paria; the British Guiana base was to be within 50 miles of Georgetown.
121. Langer and Gleason, Challenge to Isolation, p. 768; The Memoirs of Cordell Hull, vol. 1, p. 840.
122. The Memoirs of Cordell Hull, vol. 1, p. 840.

the President asked if the Prime Minister's statements of June 4 represented "the settled policy of the British Government." The Prime Minister replied that it did but observed that the "hypothetical contingencies" referred to seemed "more likely to concern the German Fleet or what is left of it" than the British Fleet.[123] This exchange was formalized by an aide-memoire between Hull and Lothian on August 31. At the request of the Prime Minister, it was withheld from the public pending announcement of the Destroyers-Bases exchange.[124]

The documents which had been forwarded to the President were returned to Secretary Hull on September 1 along with a signed statement placing the President's "full and cordial approval" on the notes.[125] Lord Lothian and Secretary Hull signed the notes in Hull's apartment at 7 p.m. on September 2, 1940. The historic agreement was thus completed, but the task of announcing it to the world and the problems of putting it into effect remained to be solved.

123. The Memoirs of Cordell Hull, vol. 1, pp. 840-841; Churchill, Their Finest Hour, pp. 366-367.
124. The Memoirs of Cordell Hull, vol. 1, p. 841.
125. Ibid., vol. 1, p. 840.

CHAPTER IV

Announcement of the Exchange and Public Reaction

Throughout August 1940, the President had been evasive in answering questions about the destroyers and the bases. On August 2, he admitted at a press conference that discussions with Britain about bases were proceeding satisfactorily.[1] At the same time, however, he cautioned newsmen against speculating about a possible sale of old destroyers.

In spite of this official reluctance to make statements about either the bases or the destroyers, press reports said that agreement was near. Britain and the United States had reportedly reached agreement in principle on some sort of destroyers and bases arrangement.[2] Announcement of the agreement was expected as soon as final details, such as whether the ships would go to Canada or directly to Britain, had been resolved. But the President continued his public silence on destroyers and bases, and said at press conferences on August 23 and August 27 that there was "no news" on either subject.[3]

The President's first revealing comment was made on September 2, but it was buried within the text of a speech dedicating the Great Smokey Mountains National Park. The President outlined the steps needed to improve American preparedness and bring it to a minimum level capable of defending the nation. He said that new naval bases should be established in order to enable the United States fleet to defend American shores.[4] He

1. The Public Papers and Addresses of Franklin D. Roosevelt, 1940: War - and Aid to the Democracies (Compiled by Samuel Rosenman, New York: The Macmillan Company, 1941), p. 333.
2. The New York Times, August 21, 1940.
3. Public Papers and Addresses, 1940, pp. 337, 354.
4. Ibid., p. 372.

undoubtedly had in mind the Caribbean and North Atlantic sites to be acquired in the Destroyers-Bases exchange.

The Destroyers-Bases agreement was announced to Congress and the American people on September 3, 1940. The President held a press conference on board his train en route to Washington after his trip to Tennessee and read to the reporters present the message which had been prepared for Congress. He emphasized in his statement to the press that his message to Congress was not a request for authority to make the agreement but was only an announcement of what had been decided by the executive. He indicated that the President had implied powers under the Constitution to do what was necessary for the defense of the nation, and compared his act in this instance with the purchase of Louisiana by Mr. Jefferson. He seemed to be totally unaware that there was no analogy between the two acts since Louisiana was purchased by a treaty with the advise and consent of the Senate. After discouraging any attempts to compare the monetary values of the ships and the bases, the President disclosed that the Prime Minister had also reiterated his statement of June 4 regarding the British fleet. He said this pledge was not part of the quid pro quo; it simply occurred "fortuitously" at the same time.[5]

The President's message to Congress began by stating that its purpose was to transmit "for the information of Congress," certain documents -- namely, the notes by which the United States "acquired the right to lease naval and air bases" in specified British possessions and the Attorney General's opinion on the President's authority to complete the transaction.[6]

5. Public Papers and Addresses, 1940, p. 382.
6. U.S., Congress, House of Representatives, Acquiring Certain Naval and Air Bases in Exchange for Certain Over-age Destroyers, 76th Cong., 3d sess., House Document No. 943. Unless otherwise noted, all quotations in the following discussion of the President's message, the notes, and the Attorney General's opinion are taken from the documents printed in this source.

The President pointed out that the rights to Bermuda and Newfoundland sites were "gifts - generously given and gladly received," whereas the lease of the other bases had been exchanged for fifty old destroyers. The President described the exchange as "an epochal and far-reaching act of preparation for continental defense in the face of grave danger." He did not consider it a threat to any nation or a violation of the United States "status of peace," but considered the acquisition essential to national defense, "an inalienable prerogative of a sovereign state," and of value in maintaining the security of the entire Western Hemisphere. The wording of the President's message and his inclusion of the Attorney General's opinion among the documents submitted with it, underscored the fact that he was not requesting congressional authorization or legal sanction for what he had done. He was complying, however, with a law of June 28, 1940, which obliged him to inform Congress about any disposition of naval material.

The President sent to Congress a note from the British Ambassador to the Secretary of State which opened with an offer to "grant to the Government of the United States, freely and without consideration," leases for the immediate establishment of "naval and air bases" in Newfoundland and in Bermuda. The Newfoundland sites were further specified as being "on the Avalon Peninsula and on the southern coast;" while those at Bermuda were "on the east coast and on the Great Bay." The offer was attributed to a "friendly and sympathetic interest . . . in the national security of the United States" and a desire to enhance the ability of the United States to "cooperate effectively" with other American nations in defending the Western Hemsiphere.

The British note also offered to make available, under 99-year lease, sites for the immediate establishment and use of naval and air bases in

six other British possessions. The sites were to be located on the eastern side of the Bahamas, on the southern coast of Jamaica, on the western coast of St. Lucia, on the western coast of Trinidad in the Gulf of Paria, on Antigua, and within fifty miles of Georgetown, British Guiana. These sites were offered for the same reasons which motivated the gifts at Bermuda and Newfoundland, and also because the United States was known to be seeking additional bases in the Caribbean and in the northern part of South America. The noted stated that "without endeavoring to place a monetary or commercial value upon the many tangible and intangible rights and properties involved," these six base sites were offered "in exchange for naval and military equipment and material" to be given Britain by the United States.

The British note also stated several provisions which the leases were to contain. There would be no rent or other charges, but the United States would have to compensate owners of private property expropriated or damaged by the establishment of the bases. Such compensation was to be "mutually agreed on." During the leasehold the United States would exercise "all the rights, power and authority . . . necessary to provide access to and defence of" the bases. These privileges were not limited to the bases themselves, but extended also to the "territorial waters and air spaces adjacent to or in the vicinity of the bases. Reconciliation of jurisdictional details and arrangements between the United States and the local authorities were to be accomplished "by common agreement." Also left for determination "by common agreement" were the exact sites and bounds of the bases; the seaward, coastal and anti-aircraft defenses required; and the location of supporting facilities such as garrisons, supply depots, and other auxiliary installations.

In order to work out these "common agreement" items, the British government offered to appoint a board of experts to meet with a similar board from the United States. Except in the cases of Newfoundland and Bermuda, any points not resolved by the boards of experts were to be settled by the Secretary of State and the Foreign Secretary.

In his reply to the British note, Secretary Hull expressed appreciation for the "generous action" of the British government and said the United States accepted the proposals "gladly." He said the United States would designate its board of experts at once so that they could meet with the British experts to "determine the exact location of the naval and air bases." Finally, the United States, "in consideration of" the British offers, promised to "immediately transfer to His Majesty's Government fifty United States Navy destroyers generally referred to as the twelve hundred-ton type."

Several discrepancies are evident in these notes. Foremost is the fact that Britain offered six bases in exchange for "naval and military equipment and material" but the United States only promised to transfer naval equipment: fifty destroyers. Another difference arises from the fact that Britain's proposed board of experts was to be charged with settling all "common agreement" items and details, whereas the United States only offered to appoint experts to determine the exact location of the bases. Finally, the British note exempted Newfoundland and Bermuda from the procedure for settling matters not resolved by the experts. Presumably, Britain intended to reserve to itself the right to resolve any differences of opinion about the gift bases. As written in the British note, however, those bases remained subject to negotiation among the experts but there was <u>no</u> provision for resolving any points on which the experts could not agree.

The third document which the President delivered to Congress was the Attorney General's opinion of August 27, 1940. In this opinion, the Attorney General addressed himself to certain specific questions arising in connection with the proposed Destroyers-Bases exchange. He assumed that the exchange would have three principle characteristics. First, the United States would acquire the right to develop and use specified bases. Second, the United States would transfer to Britain "certain over-age ships and obsolescent military material . . . and certain other small patrol boats which though nearly completed are already obsolescent." Finally, upon completing the transfer of equipment, all United States obligations would be discharged (i.e., the United States acquired rights to develop bases without any obligation to exercise those rights). On the basis of these assumptions, the Attorney General, limiting his attention to "constitutional and statutory authority," sought to answer three questions:

1. Could the bases be acquired under an Executive Agreement rather than a formal treaty requiring Senate approval?

2. Did the President have the authority to dispose of the "ships and material," and if so, under what conditions?

3. Did the belligerent status of Britain make it illegal, under United States statutes, to deliver the destroyers or the partially completed but obsolescent torpedo boats to Britain?

With respect to the first question, the Attorney General found that an Executive Agreement would suffice to acquire the bases. He based his decision in part on the President's constitutional power as Commander-in-Chief of the Army and Navy. The Attorney General said that the assignment of such a duty to the President also placed on him "a responsibility to

use all constitutional authority which he may possess to provide adequate bases and stations for the utilization of the naval and air weapons of the United States at their highest efficiency in our defense." Further constitutional authority to accomplish the exchange was attributed to "that control of foreign relations which the Constitution vests in the President as part of the Executive function," especially as that power had been defined by the Supreme Court in the Curtiss-Wright case.[7] Moreover, the proposed exchange involved only the acquisition of rights; it did not contain any obligation requiring Congressional action for accomplishment. The Attorney General therefore said: "It is not necessary for the Senate to ratify an opportunity that entails no obligation." The Attorney General also found several historical precedents for acquisition of property by Executive Agreement and cited as another precedent the statutory authority for the President to acquire diplomatic and consular property, to negotiate and conclude trade agreements, and to acquire naval and coaling stations in Cuba.

In answering the second question, the Attorney General concluded that the President did have the right to dispose of naval vessels and excess naval equipment. He based his finding on two acts of Congress and a decision of the Supreme Court. He cited the Act of March 3, 1883, as interpreted by the Supreme Court in Levinson v. United States, as evidence of the Presidential power to dispose of ships.[8] That act had placed

7. United States v. Curtiss-Wright Export Corp., et al., 299 U.S. 304 (1936). Although the Attorney General chose to use the word "control" rather than "conduct" to describe the President's powers with respect to foreign relations, he also pointed out that those powers, while "delicate, plenary, and exclusive," (quoting the Curtiss-Wright case) were not unlimited.
8. Acquiring Certain Naval and Air Bases, House Document 943. The Attorney General's opinion cites Chapter 141, 22 Statutes 583, 599-600, and United States Code, title 34, section 492 for the Act of March 3, 1883; and Levinson v. United States, 258 U.S. 198, 201.

limitations on the methods by which the Secretary of the Navy could sell naval vessels and prohibited their sale for less than their appraised value except when the President had directed otherwise in writing. The Supreme Court held that the President's power extended to changes in the method of sale as well as acceptance of a price less than appraised value. The Attorney General thus concluded that "this statute . . . leaves the President as Commander in Chief of the Navy free to make such disposition of naval vessels as he finds necessary in the public interest . . ." The only other statute which the Attorney General found to bear on the President's right to transfer the ships was that of June 28, 1940, which required that the Chief of Naval Operations certify that the ships were "not essential to the defense of the United States."[9] The Attorney General noted that it was "of questionable constitutionality" to restrict the action of the constitutionally-established Commander-in-Chief except on authorization of a statutory officer of subordinate rank and position. He then avoided the issue, however, by observing that the President would, as a matter of course, desire some such certification by the Chief of Naval Operations even if the statute did not require it. Investigating the legislative history of the Act of June 28, 1940, the Attorney General found evidence that Congress had not intended to prohibit all transfers or sales of naval and military equipment; it only sought to prevent those which would be damaging to the defenses of the United States. Determining the legality of any specific transfer thus became a matter of judgement. In calculating the impact of the proposed transfer or exchange on the defenses of the United States, the Attorney General thought it wholly proper to take into

9. Acquiring Certain Naval and Air Bases, House Document 943, quoting section 14a of the Act of June 28, 1940 (Public Law 671, 76th Congress).

consideration the "remaining useful life, strategic importance, obsolescence, and all other factors affecting defense value" of the material transferred and of that received in exchange. He concluded that in general, "the appropriate staff officers may, and should, certify under section 14(a) [of the Act of June 28, 1940] that ships and material involved in a sale or exchange are not essential to the defense of the United States if in their judgement the consummation of the transaction does not impair or weaken the total defense of the United States, and certainly so where the consummation of the arrangement will strengthen the total defensive position of the nation." With specific reference to the proposed Destroyers-Bases exchange, the Attorney General said the "Chief of Naval Operations may, and should, certify . . . that the destroyers involved are not essential . . . if in his judgement the exchange . . . will strengthen rather than impair the total defense of the United States." The Attorney General then further justified his response to the first question by pointing out that since the law thus authorized an exchange of ships for bases, it was "an inescapable corrollary" that it authorized acquisition of the materials received in the exchange.

In replying to the third question, the one concerning the effect of Britain's belligerent status, the Attorney General followed a line of reasoning very similar to that laid down in the Cohen memorandum. He interpreted the Espionage Act of June 15, 1917, to do no more than implement existing international law. He therefore concluded that the act only barred the sending out of vessels "built, armed, equipped as, or converted into vessels of war" if, at the time of such building, arming, fitting out or converting, there was an intent or anticipation that the vessel would be used in the service of a belligerent. He also cited a well known

textbook to support his contention that under international law, pre-existing warships were merely contraband which could be sold by a neutral to a belligerent but which were subject to seizure by opposing belligerents.[10] By contrast, both the textbook and United States statutes made it illegal to build or fit out an armed vessel to the order of a belligerent (i.e., with the intent or expectation that the vessel would serve a belligerent).

The Attorney General therefore concluded that although the destroyer transfer was consistent with United States statutes and the relevant portions of international law as expounded by Oppenheim, the transfer of the motor torpedo boats was not. The destroyers had been built during World War I without any anticipation that they would ever serve a foreign belligerent. But the torpedo boats had not yet been completed. Performing the work necessary to finish them would constitute construction "with the intent, or with reasonable cause to believe, they would enter the service of a belligerent." Therefore, the motor torpedo boats could not be "sent out of the jurisdiction of the United States."

In Britain, the Destroyers-Bases exchange agreement was announced by Prime Minister Churchill in a speech to Parliament on September 5, 1940. He described the exchange as "simply measures of mutual assistance rendered to one another by two friendly nations, in a spirit of confidence, sympathy, and goodwill."[11] He then invoked his mastery of the English language to defend the exchange against anticipated criticisms: "Only very ignorant persons would suggest that the transfer of American destroyers to the British flag constitutes the slightest violation of international law, or affects

10. L. F. Oppenheim, International Law, 5th edition.
11. Winston S. Churchill, Their Finest Hour, p. 367.

in the smallest degree the non-belligerency of the United States."[12] The Prime Minister did not deny that the exchange was illegal or impaired American non-belligerency (not neutrality, it should be noted); he merely said that "only very ignorant persons" would say so. The ignorance to which he referred probably was a failure to recognize the benefits Britain received from the exchange and the significance of the United States commitment which it represented. The critics also could have been considered ignorant for taking a position which tended to antagonize the segments of United States public opinion and the factions of Congress which opposed any aid to Britain. It is evident that the Prime Minister did not consider critics of the exchange to be ignorant in terms of their understanding of international law. He later wrote that the exchange was so incompatible with neutrality that "according to all the standards of history" it would have justified a German declaration of war against the United States.[13]

At first, the British Ambassador seemed to be uncertain which aspect of the exchange was most important. At one point, he said that the greatest significance of the exchange lay in the fact that it formed a strategic alliance of sorts. The Royal Navy, based in the British Isles, became America's outer line of defense; the island bases of the North Atlantic and Caribbean became the inner line.[14] On another occasion Lord Lothian said that for the United States the fleet pledge was the most important element. According to Lothian the British thought the bases were granted as a concession in exchange for the destroyers, but he thought they were

12. Churchill, Their Finest Hour, p. 367.
13. Ibid., p. 358.
14. H. Duncan Hall, North American Supply, p. 140.

actually "demanded largely to satisfy Congress and the public."[15] This interpretation was based mainly on the fact that the so-called fleet pledge had been linked to the proposed destroyer transfer long before the base leases were suggested. This lengthier association notwithstanding, interest in the bases had long been an element of United States military thought and planning.[16] This part of the British Ambassador's analysis thus seems to be incorrect; the bases were at least as important to the United States as the fleet pledge.

The gloss placed on the exchange by the United States and British governments differed considerably. Each side described it in the terms most palatable to its electorate. In the United States the exchange was portrayed as a transaction which yielded a net benefit for the United States and its national defense. This interpretation was most likely to receive the acquiescence of the Congress, the Navy Department and the public. Satisfying the public was most important to the President, since a presidential election was only two months away.[17]

Prime Minister Churchill admitted that this interpretation "was indeed true, but not exactly a convenient statement" of the exchange for the British government.[18] In public statements, therefore, the Prime Minister did not emphasize the exchange aspects of the transaction. Parliament and the people would have objected to a "naked trading away" of historic British possessions.[19] They would accept more readily a giving away of the

15. J. R. M. Butler, Lord Lothian (Philip Kerr) 1882-1940, p. 296.
16. See pp. 4-12 above.
17. Churchill, Their Finest Hour, p. 361; Louis William Koenig, The Presidency and the Crisis (New York: King's Crown Press, 1944), p. 29.
18. Churchill, Their Finest Hour, p. 361.
19. Ibid.

bases, especially if the gift were motivated by the high purpose of common defense. The Prime Minister thus stressed the statement he had made on August 20, offering to give bases to the United States, and he emphasized the mutual nature of the benefits to be derived from the transaction. He opposed any attempt to compute the costs and benefits of the exchange in terms of the monetary value of the properties exchanged.

Mr. Churchill's personal motives for concluding the Destroyers-Bases exchange, from which his personal gloss on the exchange may be inferred, were quite complex. From the least complimentary side, his critics believed he wanted the United States to defend "the very ramparts behind which the British [would continue] the struggle."[20] The Prime Minister himself has acknowledged that the strategic and political importance of acquiring the destroyers outweighed the fact that the intrinsic value of the "antiquated and inefficient" ships was incomparably less than that of the bases.[21] He has pointed out, however, that the bases held greater strategic value for the United States than they did for Britain. But for Britain, the very nature of the act was more important than satisfaction of the British need for destroyers or the United States desire for bases. It marked a change of position by the United States from neutrality to friendly non-belligerency.[22]

In summing up his account of the Destroyers-Bases exchange in his memoirs, Mr. Churchill disposed of the differences of interpretation quite nicely:

> Thus we obtained the fifty American destroyers. We granted ninety-nine-year leases of the air and naval bases

20. Koenig, Presidency and the Crisis, p. 28.
21. Churchill, Their Finest Hour, p. 357.
22. Ibid., p. 358.

> specified in the West Indies and Newfoundland to the United States. And, thirdly, I repeated my declaration about not scuttling or surrendering the British Fleet in the form of an assurance to the President. I regarded all these as parallel transactions, and as acts of goodwill performed on their merits and not as bargains. The President found it more acceptable to present them to Congress as a connected whole. We neither of us contradicted each other, and both countries were satisfied.[23]

There was a general belief in both the United States and Britain that the exchange would not, by itself, bring the United States into the war. The leaders of both nations believed that any German decision to make war against the United States would be based on German interests. If and when Germany thought a war with the United States would serve those interests, there would be war. Some pretext for declaring war would be found. The Destroyers-Bases exchange was not expected to become a casus belli unless, at the same time, Germany decided a war with the United States would help implement the aims of German foreign policy.[24] The British government thought it most unlikely that Germany would make such a decision. The Prime Minister reasoned that Hitler's method was to engage his opponents one at a time. He would make every effort to avoid a war with the United States until Britain had been defeated. In Churchhill's words, the President saw "no danger" and the Prime Minister "no hope," that Germany would provide a "simple solution" to the situation by declaring war on the United States.[25]

In the United States, immediate public reaction to the announcement of the exchange was generally favorable. This approval may have been due largely to the complimentary fashion in which the President described the

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23. Churchill, Their Finest Hour, p. 368.
24. Interview with Benjamin V. Cohen, October 25, 1966. The President had reversed his opinion since his luncheon with Harold Ickes on June 4, 1940. See pp. 18-19 above.
25. Churchill, Their Finest Hour, p. 358.

exchange in his announcement, although a Gallup poll had reflected substantial popular support for a destroyer transfer as much as a month earlier.[26] Opposition to the exchange came mainly from isolationists who saw it as part of the Roosevelt master-plan for getting the United States involved in the European war.[27] Even the isolationists, however, were pleased by the acquisition of the bases, a move which they had long supported.[28]

Perhaps the opinion which reflected the general public's attitude toward the exchange most accurately was that expressed by the Republican presidential candidate, Wendell Willkie. He approved of the trade in principle, but objected vigorously to the method by which the President accomplished it. He said it was "the most arbitrary and dictatorial action ever taken by any President in the history of the United States."[29] One direct result of Mr. Willkie's decision to limit his criticism to the method by which the exchange was accomplished (i.e., without prior public notice or Congressional consent) and to avoid criticizing the exchange itself, was to prevent the exchange and national defense in general from becoming issues in the presidential election campaign. Lacking the leadership of its presidential candidate, the Republican Party did not even establish an organized opposition to the exchange in the Senate or the House of Representatives.

In his contemporary analysis of the exchange, one writer on military affairs made four main observations: 1. The political implications--

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26. The New York Times, September 6, 1940.
27. Donald F. Drummond, The Passing of American Neutrality, 1937-1941, p. 168; Time, September 16, 1940, p. 70 (Editorial from the St. Louis Post-Dispatch); The New York Times, September 4, 1940.
28. Langer and Gleason, Challenge to Isolation, p. 772.
29. The New York Times, news article by J. A. Hagerty, "Willkie Condemns Destroyer Trade," September 7, 1940.

establishment of an Anglo-American alignment--were the most significant aspects of the exchange; (2) the weakening of the United States Navy as a result of the loss of destroyers was offset by a corresponding strengthening of the Royal Navy; (3) the exchange would not have a crucial impact on the war because the addition of fifty destroyers would not reverse the tides of war if, in fact, Britain was losing; and (4) the United States received a net gain in military terms because the bases, when developed, would be more valuable to national defense than the ships which had been traded away.[30] About a year later, the same writer still thought the exchange was advantageous in terms of national defense, but he was much more critical of the method by which the exchange was accomplished. With respect to national defense, he noted that the exchange "had extended American outposts from 700 to 1,000 miles out into the Atlantic," spreading United States domination eastward past the mid-Atlantic and southward to the mouth of the Amazon.[31] On the negative side, he also observed that "the quid pro quo of the naval-base deal was not, in the British mind, destroyers alone but our [American] participation in the war; the quid pro quo was American blood."[32] Even that type of quid pro quo might have received his approval if the exchange had been made with full public and Congressional understanding of its contents.

The British Parliament met the announcement of the Destroyers-Bases exchange with cheers. The exchange also received general public and press approval in Britain, where attention was focussed on the political rather than the material aspects of the exchange. It was seen as "practical

30. The New York Times, newsarticle by Hanson W. Baldwin, "U.S. Seen Gainer in Destroyer Deal," September 4, 1940.
31. Hanson W. Baldwin, United We Stand! Defense of the Western Hemisphere (New York: Whittlesey House, 1941), p. 107.
32. Ibid., pp. 49-50.

evidence" that the defense of Britain and America was complementary, and that a growing number of Americans were becoming aware that Britain was "their only line of defence that [was] fully manned and in fighting trim."[33] There were, of course, some hard-bitten Empire loyalists who thought the United States was taking advantage of Britain. In their eyes, the United States had coveted the West Indies for years, and was now forcing Britain, in its weakest hour, to buy "50 destroyers which were on their way to the scrap heap" and to give up pieces of the Empire in payment.[34]

As in Britain and the United States, announcement of the exchange produced generally favorable reactions at the prospective base sites. This local approval was probably derived in part from a sense of relief. After the Prime Minister announced on August 20 that bases had been offered to the United States, the base-site colonies had been apprehensive about their future. They were pleased to find that the exchange did not affect their constitutional status as parts of the British colonial system.[35]

The exchange was also received favorably in Latin America. Here, too, the response was due in part to a sense of relief. Having acquired bases in British territory, the United States was less likely to seek military concessions in the Latin American Republics. The exchange was also applauded because it meant an improvement of Western Hemisphere defense.[36]

Reaction to the exchange in Germany, as reflected in press comments, stressed several points. The exchange was said to be evidence of Britain's

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33. The Economist, editorial "Fair Exchange," September 7, 1940 (Vol. 139), pp. 299-300.
34. The National Review, editorial "Necessity," October, 1940 (Vol. 115), p. 389.
35. The New York Times, news items from the Bahamas, Jamaica, British Guiana, and St. Lucia, September 5, 1940.
36. The New York Times, news article by John W. White, "Americas Greet our Move for Bases," August 25, 1940; Ibid., news items from Colombia and Brazil, September 5, 1940.

dire position and an indication that Britain was already contemplating defeat and trying to negotiate for a rescue by the United States. It was also said to reveal the true motives of the United States, which was perfectly willing to reap a profit from the difficulties of its friends.[37] There was no direct accusation that the United States had violated its neutrality, but many of the press and foreign office statements clearly implied that the exchange was inconsistent with neutrality under domestic and international law.[38] It was also widely predicted that fifty additional destroyers in the Royal Navy would not influence the course of the war.

Privately, German leaders reacted to the exchange with a greater sense of concern and annoyance than their public statements indicated. As reported to them by the German Chargé d'Affaires at Washington, the exchange was intended to prove to the American public that the United States government was convinced Britain could withstand the German offensive and ultimately defeat Germany. The tactic of presenting the people and Congress with a fait accompli was reported to be evidence that the President had decided to "disregard parliamentary limitations and arrogate to himself dictatorial functions."[39]

On the basis of such information, the German leaders were annoyed by the apparently hostile intentions of the United States and concerned that the United States might become involved in the war before Germany was prepared for it. The decision was made, therefore, to avoid any response

37. The New York Times, August 27, 1940; Forrest Davis and Ernest K. Lindley, How War Came, p. 107.
38. The New York Times, news article "Berlin Holds Deal is Unneutral Act," September 5, 1940.
39. U.S., Department of State, Documents on German Foreign Policy, 1918-1945, Series D (1937-1945), Vol. XI: The War Years: September 1, 1940-January 31, 1941 (Washington, 1960), p. 13.

which might further antagonize the United States.[40] Press statements were deliberately restrained and military recommendations for expanded operations in the Atlantic were rejected.[41]

Underlying all this effort to avoid irritating the United States was a firm conviction that the United States, so long as it was not a belligerent, could not affect the result of the war.[42] The United States was expected to spend two or three more years building up its own defenses before it could lend Britain anything more than nominal aid. Germany expected to conquer Britain before America could render much assistance.

Although not decisive, announcement of the Destroyers-Bases exchange was probably a contributory factor in another aspect of German foreign policy: the Tripartite Pact of September 27, 1940.[43] In conjunction with the Ogdensburg Agreement of August 18, the Destroyers-Bases exchange helped convince Hitler that it would be useful to coordinate policy with Japan. Hitler thought he could use Japan to divert United States attention toward the Pacific and away from the Atlantic and Europe.[44]

Japan was receptive to the proposal of a Tripartite Pact for similar reasons. The Ogdensburg Agreement was thought to apply to New Zealand and Australia as well as Canada. Moreover, there was anticipation of a Pacific Ocean version of the Destroyers-Bases exchange, possibly involving

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40. Drummond, The Passing of American Neutrality, p. 169.
41. H. L. Trefousse, Germany and American Neutrality 1939-1941 (New York: Bookman Associates, 1951), pp. 57-58,61.
42. Langer and Gleason, Challenge to Isolation, p. 774; Office of Naval Intelligence, Navy Department, Fuehrer Conferences on Matters Dealing with the German Navy, 1940, Vol. II, pp. 19-20.
43. Drummond, The Passing of American Neutrality, p. 169; Trefousse, Germany and American Neutrality, p. 64; William L. Langer and S. Everett Gleason, The Undeclared War: 1940-1941, Vol. II of The World Crisis and American Foreign Policy (New York: Harper and Brothers, 1953), pp. 24-26.
44. Trefousse, Germany and American Neutrality, p. 64.

United States bases in Singapore and the Dutch East Indies.[45] In such circumstances Japan was willing to enter a coalition against the United States.

As in Germany and Japan, Italian authorities publicly derided and criticized the Destroyers-Bases exchange, but in contrast to the apprehensive response elsewhere, Italian leaders privately expressed their indifference toward it. The official press said the exchange was "a very grave offense against neutrality."[46] The personal diary of an Italian official, however, cites Mussolini's indifference as a contrast to the "excitement and indignation" in Berlin.[47] The same official later recorded the Italian dictator's belief that the exchange proved the United States was on Britain's side. This did not seem very important to Mussolini, however, because he was also convinced that the United States could do little more than it had already done to aid Britain.[48]

Returning to the reaction to the exchange within the United States, the sharpest controversy developed over the Attorney General's opinion. It was attacked from many sides and on many grounds. It found few defenders.[49]

There were a multitude of points on which legal authorities took issue with the Attorney General. They questioned his interpretation of

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45. Langer and Gleason, Undeclared War, pp. 24-26; Time, September, 1940.
46. The New York Times, quoting Relazioni Internazionali, in news article "Deal on Destroyers Hostile, Rome Holds," September 8, 1940.
47. Hugh Gibson, ed., The Ciano Diaries 1939-1943 (New York: Doubleday and Company, Inc., 1946), p. 290.
48. Malcolm Muggeridge, ed., Ciano's Diplomatic Papers (London: Odhams Press Limited, 1948), pp. 392, 397, recording meetings between Mussolini and German Foreign Minister von Ribbentropp at Rome, September 19, 1940; and Mussolini and Hitler at Brenner Pass, October 4, 1940.
49. See the following articles in American Journal of International Law, Vol. 34, No. 4 (October, 1940): Edwin Borchard, "The Attorney General's Opinion on the Exchange of Destroyers for Naval Bases,"

the three relevant domestic laws. The Act of 1883 was said to apply only to vessels unfit for service--a description manifestly inapplicable to ships which were being transferred for use as operational units of the Royal Navy. There was a bitter dispute over the Act of June 15, 1917. Some argued that it was intended to outlaw all ship transfers; others said Congress only intended the ban to apply to those ships built or converted with the intent to transfer them to a foreign belligerent. Finally, it was argued that the Act of June 28, 1940, was intended to prohibit the transfer of ships except under specified limitations; it was not intended to be used as an authorization to transfer ships in any case where the limiting conditions were fulfilled.[50]

The opinion was further criticized for transposing legal rights from the individual to the state. It may have been legal for John Doe to sell an armed vessel to Britain, subject to seizure and confiscation as contraband, but that did not make it legal for the United States government to do so.[51] It was also noted that the Attorney General's assumption that only rights, not obligations, to build bases implied that Congress would have its voice in the transaction when the President requested funds to develop the bases. Critics, however, quickly pointed out that the President already had ample funds for base development in several "blank check" appropriations for airbases and for national defense. The bases could thus be

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49. (Continued) pp. 690-697; Herbert W. Briggs, "Neglected Aspects of the Destroyer Deal," pp. 569-587; C. G. Fenwick, "Neutrality on the Defensive," pp. 697-699; Quincy Wright, "The Transfer of Destroyers to Great Britain," pp. 680-689. Also see The New York Times, letter to the editor by Edward S. Corwin, Professor of International Jurisprudence, Princeton University, October 13, 1940; The New York Times, letter to the editor by Alexander N. Sack, Professor of Law, New York University, October 27, 1940; Langer and Gleason, Challenge to Isolation, pp. 772-773; Koenig, The Presidency and the Crisis, pp. 31-34.
50. Notably Briggs, Borchard, Koenig, and Corwin in works cited above.
51. See Briggs article and Sack letter cited above.

built without any further reference to Congress.

Almost all the writers noted the Attorney General's failure to comment in depth on the international law pertaining to the exchange. As has been mentioned, the Attorney General restricted his attention to "questions of constitutional and statutory authority."[52]

The Attorney General's interpretations of the constitutional powers and duties involved were also taken to task. It was argued that the President's implied powers as Commander in Chief could not overcome the power to dispose of property which under the Constitution had been explicitly assigned to Congress. The lack of constitutional authority for the President to acquire territory was also noted.[53]

The nature of the war then in progress was also disputed. Some argued that it was an illegal war, an aggressive war in violation of the Pact of Paris. Under such circumstances, it was asserted, the old, traditional duties of a neutral did not apply. Rather than demanding impartiality, the "new neutrality" permitted, and perhaps required, the neutral to lend support to the nation(s) engaged in lawful defensive action.[54]

There was also a marked difference of opinions with respect to the relevancy of the Hague Convention of 1907. The Department of State argued that under the provisions of Article 28, the entire convention was irrelevant because it had not been assented to by two of the belligerents (Italy and Britain).[55] Others admitted that this was technically correct, but argued that the convention was really a declaratory document, which did not create new laws but simply codified existing international law.

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52. Attorney General's Opinion of August 27, 1940, see note 6 above.
53. Mainly Borchard, Koenig, and Corwin in works cited above, note 49.
54. See article by Quincy Wright cited above, note 49.
55. Langer and Gleason, Challenge to Isolation, p. 773.

The United States was accused of violating the existing international laws which the convention sought to state in explicit fashion. Still another position has been expressed by Secretary of State Hull. He argued that by attacking Poland, Denmark and the Low Countries, the Axis powers had violated one of the convention's fundamental propositions that belligerents were "bound to respect the sovereign rights of neutral Powers."[56] Therefore, the Secretary argued, the United States actions were proper because "It would be absurd to contend that the convention, which represented a compromise between the rights and duties of belligerents on the one hand and neutrals on the other, should bind only the neutrals."[57]

Two pertinent conclusions can be drawn from a study of these legalistic disputes. First, they were rather useless. None sought to overthrow the exchange, and one writer even suggested that it receive ex post facto approval from the Congress.[58] The debate cast considerable doubt on the legality of the President's actions, but it did not affect those actions in any way.

The second conclusion is that the conduct of the United States, whether legal or illegal, was not in keeping with the concept of neutrality as it had been understood during the 18th and 19th centuries. The Attorney General even admitted this fact himself, when he finally commented on the international legality of the exchange in a speech delivered in March 1941.[59] He argued that the rules of international law had changed since the start of the twentieth century. Starting with Elihu Root's 1918 letter presaging

56. The Memoirs of Cordell Hull, vol. 1, p. 842, quoting the Hague Convention.
57. Ibid., p. 842.
58. Professor Corwin in his letter to the editor cited above, note 49.
59. Speech to the Inter-American Bar Association, Havana, Cuba, March 27, 1941. The speech was delivered by George S. Messersmith, U. S. Ambassador to Cuba, because bad weather prevented the Attorney General, who was cruising with the President, from flying to Havana. Text of address in The New York Times, March 28, 1941.

the League of Nations Covenant, the Attorney General traced the development of a new body of international law through the final version of the Covenant, the Pact of Paris, and the Saavedra-Lamas Anti-War Pact. Under this alleged new law, an aggressive war was illegal and a breach of the international peace was a matter of concern and interest to all states. As part of the sanctions against aggression, neutrals were released from any obligation to act impartially when one belligerent was acting illegally and the other was engaged in lawful self-defense. Neutrals were permitted to discriminate against the nation which had gone to war in violation of international law.

The Attorney General even argued that this new international law was actually a return to a much older law, the 18th and 19th century interpretations having been mere aberrations. He quoted Grotius:

> It is the duty of neutrals to do nothing which may strengthen the side which has the worse cause, or which may impede the motions of him who is carrying on a just war.[60]

After the debate was over, the Attorney General's opinion, although battered and perforated, had served its purpose: "An adequate, if somewhat imperfect, attempt to carry a necessary policy through a maze of legal hesitations which had become largely unreal."[61]

Not long after the ink was dry on the exchanged notes (and perhaps before it was dry), the first difficulty arose regarding the exchange. The problem was related to one of the discrepancies between the notes: the

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60. As quoted by the Attorney General. This is a good approximation of the version in Hugo Grotius, The Rights of War and Peace (Universal Classics Library Series, Washington: M. Walter Dunne, 1901), p. 377. Grotius' dictum falls short of authorizing assistance to "him who is carrying on a just war," however.
61. Drummond, The Passing of American Neutrality, p. 169.

difference between "naval and military equipment and material" and "fifty United States Navy destroyers."[62] To review the development of this situation, it will be recalled that Prime Minister Churchill's initial request had been for destroyers and motor torpedo boats. In his reply, the President had mentioned PBM-type seaplanes and some surplus rifles. Subsequent communications also included materials other than destroyers: motor torpedo boats, PBY's, Curtiss fighter planes, rifles, tanks and ammunition. These materials were included in nearly every note in July and up through the middle or end of August. In his opinion, dated August 27, the Attorney General repeatedly referred to "vessels and material" which might be exchanged for bases. Unfortunately, Britain and United States differed sharply on the question of how the material other than destroyers was excluded from the final exchange notes.

The British contended that it was decided on August 27 that the destroyers would "stand alone" in the exchange.[63] Any additional aid would have to be arranged separately. The United States, in turn, contended that the omission was inadvertent. Secretary Hull claimed that when he returned from vacation and was assigned the task of resolving the tangled destroyer transfer situation, he was not informed that anything other than destroyers and bases was involved.[64] Consequently, when the Hackworth formula was developed and the final drafts prepared, the 20 motor torpedo boats, 5 heavy bombers, 5 PBY's, 250,000 rifles and 30 million rounds of ammunition were omitted from the list of material the United States would transfer to

62. See p. 89 above.
63. Hall, North American Supply, p. 144; Butler, Lord Lothian, p. 298.
64. Langer and Gleason, Challenge to Isolation, p. 769; Stetson Conn and Byron Fairchild, The Framework of Hemisphere Defense, p. 59. With respect to proposals to transfer B-17 aircraft, see Mark Skinner Watson, Chief of Staff: Prewar Plans and Preparations, p. 306.

Britain. According to one account, Lord Lothian "scrutinized and criticized the various draft letters without noting the inadvertent omission of the other items."[65] Hull and his negotiators thus had no reason to believe any other material was involved. Following the exchange of notes, newsmen asked State Department representatives about the apparent discrepancy between the notes. They were told that although the destroyers might be inadequate payment for the bases, the agreement had been signed, and delivery of the destroyers would complete the transaction from the United States point of view.[66]

Some light is shed on this situation by a memorandum from Prime Minister Churchill to his Foreign Secretary on September 5. After suggesting that a telegram be sent from the War Cabinet to Lord Lothian complimenting him on his handling of the Destroyers-Bases negotiation, he added:

> At the same time, what is being done about getting our twenty motor torpedo boats, the five P.B.Y. [flying boats], the one hundred and fifty to two hundred aircraft, and the two hundred and fifty thousand rifles, also anything else that is going. I consider we were promised all the above, and more too. Not an hour should be lost in raising these questions. "Beg while the iron is hot."[67]

This implies that the Prime Minister did not necessarily expect the additional equipment and supplies to be set forth explicitly as part of the Destroyers-Bases exchange, even though he felt the United States was obligated to provide them.

Officially, the United States did not change its position that only

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65. Langer and Gleason, Challenge to Isolation, p. 769; in contrast, Conn and Fairchild, Framework of Hemisphere Defense, p. 59, says Lothian did note the omission prior to signing the notes and protested it. He finally signed the notes as drafted, but with reluctance.
66. Conn and Fairchild, Framework of Hemisphere Defense, p. 59.
67. Churchill, Their Finest Hour, p. 590. Bracketed phrase and closing quotation are Churchill's.

the destroyers had been exchanged for the bases. Shortly after the exchange of notes, the Chairman of the House Committee on Foreign Affairs submitted a proposed House Resolution to the Secretary of State for comment.[68] The resolution asked the President if anything other than 50 old destroyers would be given to Britain in exchange for the naval bases. In a letter dated September 19, the Secretary replied, "The answer to the inquiry in the resolution is no."[69] A similar request for comment on an identical Senate resolution received the same reply on September 24.[70]

Nevertheless, the President evidently felt obligated to supply Britain with the additional material. At the urging of Secretary of War Stimson, he agreed on September 12 to re-open the negotiations to correct the omissions. By the following day, however, Secretary Hull had convinced the President that a re-opening would produce criticism and suspicions of skullduggery, so the President reversed his decision. The omissions were corrected by separate arrangements.[71]

Shortly thereafter, General Marshall certified that 250,000 rifles (Britain's most urgently needed equipment) were not essential to United States defense and they were transferred to Britain.[72] Fifty million rounds of small arms ammunition was also released for transfer. Much to the satisfaction of the Army Air Corps, the British were never given the five B-17 bombers they had been promised from United States stocks. Instead, the British received a more valuable arrangement: the production of new B-24 bombers was to be equally divided between the United States

68. House Resolution 599, 76th Congress, 3d sess.
69. U.S., National Archives, Department of State, Document 811.34544/82.
70. Senate Resolution 317, 76th Congress, 3d sess.; U. S., National Archives, Department of State, Document 811.34544/105.
71. Langer and Gleason, Challenge to Isolation, p. 769.
72. Ibid.

and Britain. Previous arrangements had allocated only one aircraft to Britain for each two received by the United States.[73]

The next problem to arise concerned access to the new United States bases by British forces. Immediately after the exchange of notes on September 2, Secretary Hull insisted on reconciling the Destroyers-Bases exchange and the agreements which had recently been made with the Latin American nations at Havana. A circular note was sent to the other American Republics informing them of the exchange and stating that the facilities thus acquired would be open to all American Republics for cooperative defense of the hemisphere.[74]

In a note to the Secretary of State on September 26, the British Ambassador observed that although access to the bases by British forces was a subject for separate agreement, Britain assumed the privileges granted its forces would be at least equal to those granted the American Republics. He also renewed the request that the planes of a British airline be granted access to air facilities in the leased areas on an equal footing with United States commercial aircraft.[75]

The first reaction to this request was favorable, but further consideration led to a reversal. Granting Britain the desired access would have conflicted with the Declaration of Panama barring activities in the Western Hemisphere by belligerents. It could also have set a precedent for the establishment of German bases in the area.[76] In his reply of December 30, the Secretary of State summarized the community effort that

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73. Conn and Fairchild, Framework of Hemisphere Defense, pp. 59-60.
74. Ibid., p. 60; State Department Bulletin, September 7, 1940 (Vol. 3, No. 63), p. 196.
75. U. S. Department of State, Foreign Relations of the United States, 1940, Vol. III, pp. 75-76 (Note, British Ambassador to State Department, September 26, 1940, and Secretary of State's reply of December 30, 1940). See p. 50 above for initial request.
76. Langer and Gleason, The Undeclared War, pp. 170-171.

had been organized for hemispheric defense. He pointed out that Britain, aside from being a belligerent, was not a member of the hemispheric community and could not be expected to limit its use of the bases to hemispheric defense. In such circumstances, the Secretary said, the United States could not extend a general right of access to Britain. He added that requests for use of the base facilities by British forces in specific cases would be considered on their merits. With respect to use of air facilities by commercial airlines, the Secretary pointed out that proposals to develop the air bases through an agency agreement with Pan-American Airways had been abandoned. No general commercial operations by United States airlines were expected to occur at the bases so it would be meaningless to grant a British airline an equivalent operating privilege. The Secretary agreed to reconsider this request and give it "sympathetic consideration" if the policy on commercial operations was later changed.[77]

This issue was discussed again in January 1941. The British objected to the United States decision on the grounds that it had aroused resentment in Britain and at the base sites and because it placed Britain "in a position of inferiority to all of the Latin American countries."[78] Replying for the United States, Under Secretary of State Welles again declined to grant Britain a general right of access. He said that use of the bases by the American Republics was part of the reciprocal obligations established among the states of the Western Hemisphere. It was part of their efforts to maintain the defense and the integrity of the hemisphere. Welles suggested, however, that Canada, as an American Republic, would be eligible to use the bases if it so desired.

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77. Foreign Relations, 1940, Vol. III, pp. 76-77 (Reply cited above, note 75).
78. Foreign Relations, 1941, Vol. III, p. 56 (Memorandum of conversation between Under Secretary of State Welles and the British Charge d'Affaires, January 4, 1941).

The initial difficulties encountered by the Destroyers-Bases exchange having thus been disposed of, it is necessary to return to the mainstream of the transaction: transferring the destroyers and establishing the bases.

CHAPTER V

Delivery of the Destroyers and Selection of the Base Sites

The first steps in transferring the fifty destroyers to Britain actually occurred several weeks before the notes were exchanged.[1] The vessels had been selected in late August. The transfer was to begin at Halifax, Nova Scotia, on September 6, with eight ships being transferred every two weeks. The first eight ships were soon recalled from the Neutrality Patrol and the task of replenishing all stores, spare parts and ammunition began.

The first group of ships was ordered to Boston on August 30 to complete preparations for transfer. Sailing from Norfolk, the ships stopped at Philadelphia and at Newport, Rhode Island, to pick up stores and torpedoes. When they arrived in Boston on September 3, they learned that all ships which had not been dry-docked in the preceding six months were to be docked for a scraping and painting of the underwater hull.

Also on September 3, the Chief of Naval Operations complied with the Act of June 28 by submitting the following letter to the President:

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1. See p. 70 above. This account of the destroyer transfer is based on the report of the transfer contained in Commander Destroyers, Patrol Force, report of December 13, 1940, to the Chief of Naval Operations: "Report of Transfer of Forty-Four (44) 1200-ton Destroyers to Great Britain and Six (6) to the Canadian Government Commencing September 6, 1940," Navy Department Archives; The "Town" Class Destroyers: The Story of the "Four Stackers," (T.S.D. Historical Section, British Admiralty, London, 1949); and Philip Goodhart, Fifty Ships that Saved the World. A brief but readable account is also presented in Daniel S. Greenberg, "U.S. Destroyers for British Bases - Fifty Old Ships Go to War," U.S. Naval Institute Proceedings, November, 1962 (Vol. 88, No. 11), pp. 70-83.

September 3, 1940

To the President of the United States:

1. Concerning the proposed transfer of destroyers to Great Britain in exchange for naval and air bases, the Attorney General of the United States in an opinion held as follows:

"It is my opinion that the Chief of Naval Operations may, and should, certify under Section 14(a) that such destroyers are not essential to the defense of the United States if in his judgement the exchange of such destroyers for strategic naval and air bases will strengthen rather than impair the total defense of the United States."

2. It is my opinion that an exchange of 50 over-age destroyers for suitable naval and air bases on 99-year leases in Newfoundland, Bermuda, the Bahamas, Jamaica, Santa Lucia, Trinidad, Antigua and in British Guiana will strengthen rather than impair the total defense of the United States. Therefore, I certify that on the basis of such an exchange, and in accordance with the opinion of the Attorney General of the United States, the 50 over-age destroyers of the so-called 1,200 ton type are not essential to the defense of the United States.

(signed) H. R. Stark
Admiral, United States Navy,
Chief of Naval Operations[2]

The extent to which Admiral Stark quoted the Attorney General and the similarity of phrasing between his statement and the Attorney General's opinion have been interpreted by some as an indication that Admiral Stark was reluctant to make the certification. These critics imply that it was the Attorney General, not the Chief of Naval Operations, who decided the ships were not essential to the defense of the nation.[3] This is difficult to accept in the light of the unambiguous statement in paragraph 2

2. U.S., Congressional Record, 76th Congress, 3d Sess., September 3, 1940, p. 17279; Briggs, "Neglected Aspects of the Destroyer Deal," American Journal of International Law, October, 1940, p. 574.
3. Briggs, "Neglected Aspects of the Destroyer Deal" and Borchard, "The Attorney General's Opinion on the Exchange of Destroyers for Naval Bases," both in American Journal of International Law, October 1944, pp. 574 and 692-693, respectively.

that Admiral Stark did hold the opinion that the exchange would be beneficial to national defense. The Attorney General's entire recommendation as to what the Chief of Naval Operations "may, and should" do was dependent upon that belief. It is more likely that the Chief of Naval Operations followed the Attorney General's phrasing in order to be certain his certificate was legal and free of defects or deviations from the law. A more interesting point is the inclusion of the word "suitable" to describe the bases. This may, indeed, have reflected some uncertainty about the value of the base rights (as distinguished from bases themselves) which were being received in the exchange.[4] Nevertheless, certification was accomplished and the transfer proceeded.

Late on September 3, the first contingent of destroyers was ordered to leave Boston. Departing for Halifax early on September 4, they arrived there on September 6. By what the Prime Minister chose to describe as "the long arm of coincidence," the first group of British crews arrived at Halifax as several of the destroyers were entering port.[5] Within hours, the skeleton crews aboard the United States destroyers were instructing their British counterparts about the intricacies and idiosyncracies of the aged ships. This training, along with checking stores and spare parts and conducting operational trials, continued for the next two days.

On September 9, the first eight destroyers were transferred by a curiously formal ritual. The ships were no longer considered to be in United States naval service, but they still flew the United States ensign. At 8:00 a.m. all but a group of four or five key members of each ship's crew left the ship and formed into ranks on the pier. There was not a British sailor in sight. The ensigns were hauled down and the ships declared

4. See pp. 68-69 above for Chief of Naval Operations opinion.
5. Winston S. Churchill, Their Finest Hour, p. 368.

decommissioned. One officer from each ship stayed aboard, having been designated its custodian. The United States Navy crews marched off the pier, boarded waiting trains and departed for the United States and their new duty stations. After they were gone, at about 10:00 a.m., the British crews marched onto the piers. They boarded the ships, accepted custody of them, and placed them in commission as ships of the Royal Navy. After a few more days of trial and training under the guidance of the custodian-officer and his key enlisted men, the remaining United States personnel departed and the ships prepared to sail for England. The first group left on September 15. Plagued by mechanical and operational problems, three of these ships were forced to return to Nova Scotia.. This was typical of the circumstances which prevailed as the remainder of the destroyers were transferred. On November 26 the transfers were completed. Six of the fifty ships were commissioned in the Royal Canadian Navy, and Canada retained custody of one additional ship which had been seriously damaged in a grounding in Halifax harbor. Of the 43 ships remaining for the Royal Navy, three were manned by crews from the Royal Norwegian and Dutch navies.

Upon re-commissioning, the ships were re-named after British and United States towns which had the same names (exceptions: USS Herndon became HMS Churchill and USS Hunt became HMS Broadway). As a group, they were known as the Town class destroyers.

The destroyers continued to encounter difficulties, both mechanical and man made, and were slow to assume the breech-filling role for which they had been intended. But six to eight months after their transfer, the old ships had begun to play a significant part in the war; in 1941 they accounted for 20 to 25 percent of the escort ships available for

convoy protection in what has since been designated the Battle of the Atlantic.

The Town class destroyers continued to serve the Allied cause throughout the war, although in widely varying ways. Only a few remained operational as the British and United States navies expanded and assumed the offensive in the war. Some were lost in battle, while others performed heroically.[6] Most were converted to target vessels, training ships or floating barracks, and several were stripped for spare parts. In 1944, eight were transferred to the Russian Navy. Soon after the war ended, the last of the "antiquated and inefficient" ships which became the Town class destroyers met its long overdue fate, the scrapper's torch.

The expeditious fashion in which the destroyers were transferred stands in sharp contrast to the long, slow process by which the bases were located and developed. By the end of 1940 all the ships had been transferred, forty had arrived in Britain, and at least one had participated in action against a U-boat. But, by the same date, base construction had begun at only one site and there were only token forces there and at two other sites. There were no formal lease agreements for any of the sites; everything was proceeding on the basis of interim understandings.

Like the transfer of destroyers, the selection of base sites had actually begun some time prior to conclusion of the exchange agreement on September 2. Soon after Prime Minister Churchill announced a plan to grant base-leases to the United States in his speech of August 20, the

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6. Ten were lost to enemy action. The most spectacular exploit was that of H.M.S. Campbeltown, formerly U.S.S. Buchanan. She was loaded with delayed action explosives and successfully rammed the gate of the Normadie Dock during the St. Nazaire raid on March 29, 1942. About nine hours after striking the gate at nearly 20 knots, the Campbeltown and the dock gate were demolished by a violent explosion. The dock, largest of its kind in the world and the only one on the Atlantic Coast which could handle the German battleship Tirpitz, was unusable for the rest of the war. See The "Town" Class Destroyers and Goodhart, Fifty Ships that Saved the World, pp. 209-212.

Chief of Naval Operations directed the Joint Planning Committee to prepare a report on prospective base sites in Newfoundland, Bermuda, Jamaica, St. Lucia, Trinidad and British Guiana.[7] Antigua and the Bahamas were added to the list a few days later. The report was to be a preliminary study; final selection would require an on-the-scene survey.

The Joint Planning Committee issued its report on August 28. An appendix on Antigua was issued on September 3.[8] Generally, the study recommended that facilities for naval patrol aircraft (seaplanes) be established at all eight sites. Newfoundland, Bermuda, and Trinidad were recommended for additional development as bases for heavy fleet units. Each site was to have an Army garrison whose size would be adjusted according to the size of the naval base and the difficulties of defending it.[9]

Shortly after the Committee had begun its study, the Navy Department organized a board to make on-site inspections. A few days later, Army members were added and the group was named the Board of Experts.[10] This

7. Mark Skinner Watson, Chief of Staff: Prewar Plans and Problems, p. 478.
8. Joint Planning Committee reports to the Secretary of War and the Secretary of the Navy, "Base Sites and Facilities suitable for United States Army and Navy Bases in certain British Possessions in the Western Hemisphere," August 28, 1940, and supplementary report from the Joint Planning Committee to the Chief of Naval Operations and the Chief of Staff of the Army bearing the same title and dated September 3, 1940. Navy Department Archives. Hereafter these reports will be cited as JPC report of August 28, 1940 and JPC report of September 3, 1940.
9. Watson, Chief of Staff, p. 478.
10. Stetson Conn, Rose C. Engelman, and Byron Fairchild, Guarding the United States and Its Outposts, a volume in the series United States Army in World War II: The Western Hemisphere (Washington: Office of the Chief of Military History, Department of the Army, 1964), p. 358. Cited hereafter as Conn, et al., Guarding the U.S. Acting independently of this Board of Experts, the Army Air Corps expanded a previously scheduled inspection of Pan-American Airways projects to include the new sites in the West Indies. This inspection produced a separate report submitted to the Chief of Staff on October 14, 1940. It recommended larger installations than those proposed by the Board of Experts but did not cause any noticeable revisions to base plans. Ibid., pp. 364-366.

conformed to the phraseology used in the British and United States notes. On September 1, the President formally appointed Rear Admiral John W. Greenslade, USN, senior member of a Board of Experts "to meet with experts designated by the British Government" to select sites for the bases mentioned in the exchanged notes.[11] The other members of the board were, from the Navy Department:

Captain Russel S. Crenshaw, USN, Director, Navy War Plans Division;

Captain Duette W. Rose, SC, USN, Supply Corps representative;

Commander Kendal B. Bragg, CEC, USN, Civil Engineer, representative of Bureau of Yards and Docks;

Commander Calvin T. Durgin, USN, Bureau of Aeronautics representative;

Lieutenant Colonel Omar T. Pfeiffer, USMC, Marine Corps representative;

and from the War Department:

Brigadier General Jacob L. Devers, USA, Commander, Washington Provisional Brigade, formerly Chief of Staff, Panama Canal Department;

Lieutenant Colonel Harry J. Malony, FA, USA, Field Artillery representative, member of committee which drafted detailed plans for the RAINBOW 4 war plan.[12]

In addition, Commander Harold Biesemeier, USN, from the Judge Advocate General's office was appointed Aide and Legal Adviser. Major Townsend Griffiss, AC, USA, an Air Corps flight surgeon, was appointed Aide and

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11. Letter from the President to Rear Admiral John W. Greenslade, dated September 1, 1940, appointing him Senior Member of a board of experts. Navy Department Archives. It is interesting to note that this letter dated September 1 appoints the Admiral to a board established pursuant to notes dated September 2, 1940.
12. Ibid., and Conn, et al., Guarding the U.S., p. 359; Commander Walter Karig, USNR (with Lt. Earl Burton, USNR, and Lt. Steven L. Freeland, USNR) Battle Report: The Atlantic War, Vol. II of a series (New York: Farrar and Rinehart, Inc., 1946), p. 25.

Technical Adviser to General Devers. Although not officially a member of the board, Colonel Joseph D. Arthur, Jr., CE, USA, accompanied the board on its surveys and participated in much of the early planning.[13]

A second appointing letter to Admiral Greenslade, this one from the Secretary of the Navy on September 3, assigned the naval personnel to him for duty and designated Col. Pfeiffer to serve as recorder for the board.[14] The Secretary also detailed the purpose of the board:

> . . . to meet with Experts to be designated by the British Government for the purpose of determining upon, in common agreement with the British Experts, the exact location and bounds, the necessary seaward, coast and anti-aircraft defenses, the location of sufficient military garrison, stores, and other necessary facilities, etc., of naval and air bases [in the listed British possessions].

The board was directed to convene at 10:00 a.m. September 3, 1940, in the Navy Department "or as soon thereafter as practicable, and thereafter at such places and times as may be directed by the President of the Board." It was instructed to give "full consideration" to the Joint Planning Committee's base study of August 28. The board was to prepare separate reports for each British possession in which base rights had been acquired. The reports, including a summary of the survey and the board's recommendations, were to be submitted to the Secretary of the Navy "as completed and as soon as practicable."

Admiral Greenslade and several other members of the Board of Experts were soon assigned an additional duty. On September 11, the President

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13. Conn, et al., Guarding the U.S., p. 359; He is mentioned in all reports of the Greenslade Board. Colonel Arthur was later appointed Commander of the Eastern Division, Corps of Engineers; as such he supervised much of the base construction work.
14. Letter from Secretary of the Navy to Rear Admiral J. W. Greenslade, U. S. Navy, September 3, 1940, appointing him President of a Board of Experts. Navy Department Archives. Subsequent quotations in this paragraph are from same source.

appointed them to a board which was directed to survey the shore establishment and determine the changes needed to support a two-ocean Navy. This board's report was submitted in January 1941, and its recommendations on the Atlantic-Caribbean area were the foundation of all subsequent base development in that region. The report of this "Shore Establishment" board contained the framework of strategic thinking which prevailed as the Greenslade Board of Experts conducted its surveys of the various base sites.

Within the Caribbean, the "Shore Establishment" board contemplated development of three sectors, each composed of a central base and several supporting bases. Antigua would contain one of the supporting air fields for the sector centered in Puerto Rico. Another sector was to be centered in Guantanamo, Cuba, with Jamaica and the Bahamas acting as supporting bases. Finally, Trinidad was envisioned as a "subsidiary operating base" and the center of the third sector. It was to be supported by outlying facilities on St. Lucia and in British Guiana.[15]

Outside the Caribbean, Bermuda was to be a major defense post in the mid-Atlantic area. It would be capable of supporting carrier, destroyer, cruiser and submarine operations as well as providing a base for patrol aircraft. Newfoundland was expected to play a similar role in the North Atlantic, with the added function of serving as a major center for convoy escort operations.[16]

Admiral Greenslade's Board of Experts (referred to hereafter as the Greenslade Board) never met with a British Board of Experts in the process

15. U.S., Navy Department, Building the Navy's Bases in World War II: History of the Bureau of Yards and Docks and the Civil Engineer Corps, 1940-1946 (two volumes, Washington, 1947), Vol. II, p. 3. Cited hereafter as Building the Navy's Bases.
16. Ibid., and Goodhart, Fifty Ships that Saved the World, pp. 216-217. Goodhart seriously confuses the duties and efforts of the two boards to which Admiral Greenslade was assigned.

of selecting the base sites. In spite of Lord Lothian's suggestions, the assertions in the British note of September 2, and those in the President's appointing letter, no British Board was ever designated. Instead of formal meetings with a counterpart British Board, the Greenslade Board had informal contact with British military officials. The Senior Royal Navy officer of the region (Commander-in-Chief, American and West Indies Station) was represented by Captain J. S. Bethel, R.N. He accompanied the board on most of its travels and arranged for the board to confer with the colonial and British naval and military representatives present in each of the base-site colonies.[17]

As directed in the appointing order, the Greenslade Board convened on September 3 at the Navy Department.[18] The members discussed the board's functions and laid out a tentative schedule for surveying the base sites. Later the same day, the board flew to Norfolk, Virginia, embarked on the cruiser USS St. Louis and sailed for Bermuda. En route, the board members organized themselves into functional committees, planned their survey procedures and drafted an outline of the proposed Bermuda base.

The board arrived at Bermuda on September 5, spent four days surveying the islands and conferring with local officials, and departed on the evening of September 8. The report on Bermuda was prepared during the return voyage. It had been completed by the time the ship arrived in Norfolk on September 10, so the board flew to Washington and delivered the report to the Acting Secretary of the Navy, James Forrestal, and the Chief of Naval Operations, Admiral Stark.

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17. Conn, et al., Guarding the U.S., pp. 359-364.
18. Unless otherwise noted, the following account of the Greenslade Board's survey procedures is based on information contained in the board's reports filed in the Navy Department Archives.

The board spent several days in Washington conferring with various officials about the Bermuda survey and the plans for the Newfoundland base. It met with the Canadian-American Permanent Joint Board on Defense to discuss joint planning for the defense of Newfoundland and it discussed the Newfoundland situation with several experts on the region.

Leaving Washington on the evening of September 13, the board embarked on USS St. Louis at Boston the following morning and sailed for Newfoundland. Once again, the time en route was devoted to planning the survey and drafting a proposed list of base requirements. The board arrived in St. John's on September 16. Surveys of the St. John's area and other prospective sites at Placentia Bay were made. Many conferences with local officials, including British military representatives, were conducted before the board met to decide on the sites to be selected. The board left Newfoundland on September 21 and returned to Washington. Its report was submitted on September 24.

From September 25 until October 1, the board remained in Washington holding conferences and discussing the completed and planned surveys. It discussed its work with the President on September 25. On September 30 it met with the Permanent Joint Board on Defense for further discussions of the best and quickest way to improve the defense posture at Newfoundland. Much of the board's energies were also devoted to preparations and plans for its next trip.

On October 1, the board left Washington for a survey of the remaining base sites in the Caribbean region. Flying to Miami for another conference, the board decided to conduct its survey of the Bahamas in three separate groups. On October 2, it left Miami in three airplanes. One, with the Army members embarked, made an air survey of Eleuthera for a landing field

site and then went to Rum Cay, conducting a quick aerial reconnaisance of Cat Island on the way. The naval personnel boarded a second plane and followed a similar course, looking for a seaplane base site on Eleuthera. These two planes rendezvoused at Fort Nelson on Rum Cay and proceeded to Guantanamo together. On the way, they conducted aerial surveys of Rum Cay, Crooked Island and Mayaguana. The third plane carried the senior officers. It flew from Miami to Nassau and looked at Great Abaco en route. In Nassau, there were conferences with the Governor of the Bahamas and other Bahamian officials. After these meetings, this plane also went to Guantanamo by way of Cat Island, San Salvador, Mayaguana and Great Inagua Island. When the entire board met at Guantanamo, it decided that further surveys were necessary before a site or sites in the Bahamas could be selected. After arranging for those surveys on October 3, the board departed for Jamaica, via USS St. Louis.

Arriving at Kingston on October 4, the board spent several days holding conferences and conducting surveys in Kingston and in the area of the Portland Bight, southwest of Kingston. It departed for Trinidad on October 7. The Jamaica report was prepared and plans and preparations for the Trinidad survey were completed.

The board arrived in Trinidad on October 10. At an early conference with the Governor, local authorities presented the board with extensive recommendations regarding the size of the bases and their sites. The board conducted many air, water and surface surveys until October 14, when it took a brief trip to British Guiana. After conferring with the Governor there and conducting an aerial inspection of prospective sites, the board returned to Trinidad.

In addition to drafting the report on British Guiana, the board made

further surveys and studies in Trinidad in the following days. At a conference with the Governor on October 17, there was a long discussion of local objections to the board's proposed recommendations. Several items in the board's tentative report were changed to satisfy local opinion, but there was a fundamental disagreement on the question of base sites. The board held firm in its opinions and the Governor declined to either approve or disapprove the board's proposals.[19]

Several board members flew to St. Lucia on October 17 and the others arrived there the following morning aboard USS St. Louis. After holding conferences and surveying prospective sites by land and air, the board sailed for Antigua on the evening of October 18. Conferences and surveys of Antigua were conducted on October 19 and the board then departed aboard USS St. Louis for a second visit to Bermuda.

While en route to Bermuda, the board was busy preparing the remaining reports on the Caribbean sites and studying the situation in Bermuda where strong objection had been raised to the board's earlier recommendations. Arriving at Bermuda on October 24, the board conducted lengthy conferences with local authorities. Alternate base sites were surveyed the next day and found acceptable, and after another long conference, the board left for Norfolk. A supplementary report on Bermuda was prepared en route.

All of the Greenslade Board's surveys were conducted in the same manner. Typically, the work of a survey began while en route to the colony to be surveyed. This advance work consisted of drawing up a list of base sites considered necessary. Using the recommendations of the Joint Planning Committee and its own opinions, the board would decide, for example, that a particular island ought to have a naval facility for operating patrol seaplanes, an Army air field, and an Army defense garrison.

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19. See pp. 139, 140-141 below.

On arriving at the island, the board met with the Governor and key local officials including British military representatives. The tentative plan for United States bases was presented and discussed with pertinent local comments being encouraged. In several cases, such as Jamaica and St. Lucia, the local authorities had prepared full studies and suggestions which they presented to the board at this initial conference.

The second phase of the board's visit consisted of looking at the prospective locations. As has been noted, this was frequently done by air and water as well as by land. At the same time, designated board members collected other data regarding the proposed locations and their environs: health conditions, soil studies, water supply, transport and communications facilities, social and economic conditions, existing defense arrangements, and any other relevant selection factors.

When the second phase had been completed, the board met to review the information it had collected and to select sites and draft any other important recommendations it planned to make. Site selection took many factors into consideration. A site had to be suitable for the operational needs of the forces to be based within it: ship facilities required navigable access routes, seaplane bases required protected runway waters, and air fields required relatively flat areas for runways. In so far as possible, the sites selected were those which would produce the least interference with local life, and every attempt was made to meet the preferences of the local authorities.

After the sites had been chosen and significant proposals such as joint use of existing facilities had been prepared, another conference was held with the Governor and local officials. The board announced its tentative site selections and outlined the other points which it planned to

include in its report. Any disagreements or new local proposals were discussed and sometimes, as in Newfoundland, the board's recommendations were changed. Strenuous efforts were made to achieve agreement, in principle at least, on the board's proposals. The Board usually drafted its formal report, complete with its findings, recommendations, and supplementary statements, soon after departing from the island.

The sites selected by the Greenslade Board, the strategic considerations and planned installations on which they were based, and some details of the various surveys are summarized in the following pages:

Bermuda - The Joint Planning Committee Report had conceived of Bermuda as a base to support naval and air forces protecting the mid-Atlantic air and sea approaches to the United States.[20] Both the Joint Planning Committee and the Greenslade Board proposed the establishment of three United States bases on Bermuda. One was to be a naval air station to support in-shore and off-shore patrol seaplanes; a second was to be an operating base for a light naval force of submarines, destroyers, and cruisers; and the third was to be an Army base for defense forces which would include an airfield, pursuit and bomber aircraft, and various supporting units. The Army airfield was also expected to serve as a landing and support facility for carrier-based naval aircraft, enabling an aircraft carrier to operate out of the Great Sound area.[21]

As a result of its first visit to Bermuda, the Greenslade Board recommended acquisition of two sites.[22] One was a large strip extending across the main island near the southwest end; the second was a group of islands in the Great Sound. When the board announced the selections of these sites

20. JPC report of August 28, 1940.
21. Ibid., and Greenslade Board Report - Bermuda, p. 1.
22. See Map No. 1

at the end of its first visit, vigorous local objections were raised. They must have made an impression on the board, because a second visit to Bermuda was under consideration as early as September 13, before the board left Washington for Newfoundland.[23] On October 16, while at Trinidad, the board was directed to make another visit to Bermuda to reach an arrangement more acceptable to the local people.[24] When the board arrived at Bermuda on October 24, it received two extensive and detailed statements setting forth the nature of the local residents' objections to the board's proposals. An alternative base site proposal was also presented to the board.

In their statements, the Bermudians stressed the impact which the bases, as proposed, would have on the colony's economic and social life. They indicated surprise at the size of the base sites recommended, since they thought the "air bases" referred to by the Prime Minister and in the exchange of notes were merely seaplane operating bases, not land fields. They were opposed to any large base such as that recommended, which occupied about one-thirteenth of the colony's land area. The site chosen by the board was particularly objectionable because it effectively divided the colony into two separate parts and included some of the island's choicest properties. The Bermudians anticipated that severe social disruption would occur as a result of the large number of residents who would have to be relocated to other parts of the densly populated island. They also feared destruction of the island's "peacefulness" and "old-worldliness" which were its chief assets in the tourist business. Since tourism provided the island with its income, any project with negative effects on tourism would affect the very existence of the entire colony. The Bermudians reluctantly admitted that if a large base were really necessary,

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23. Greenslade Board Report - Newfoundland, Appendix A.
24. Greenslade Board Report - Supplementary Report on Bermuda.

it would be preferable to locate it at the eastern end of the island where its economic, social and political impact would be greatly reduced.[25]

The alternative proposal submitted to the board called for the airfield to be established on several islands at the north and northeast end of Castle Harbour, with the spaces between islands being filled as necessary to provide three runways. The proposed location for the seaplane base was an adjacent island, with the waters of Castle Harbour to be used as seaplane runways. The alternative proposal also suggested that personnel could be quartered on an adjoining part of St. David's Island and that magazines could be located on the islands at the eastern side of Castle Harbour.[26]

After a day of surveying these alternative sites, the board found them acceptable with only a few modifications. The air base site would be on Long Bird and adjacent islands; the main Army base would be adjacent to the north on St. David's Island, and the seaplane base would be adjacent to the northwest on St. David's and several smaller islands. Since Castle Harbour would be too small for seaplane operations under certain wind and loading conditions, the board also recommended acquisition of Morgan's and Tucker's Islands in Great Sound. These would be used as an auxiliary base for seaplane operations on the occasions when Castle Harbour was not adequate.[27] These proposals received the assent of the Governor and appeared to meet the popular objections.

In its supplementary report on Bermuda the board noted that the revised base sites would affect base development in several ways. It would

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25. Greenslade Board Report - Supplementary Report on Bermuda, pp. A-3 through A-15.
26. Ibid., Enclosure A; also see Map No. 1.
27. Ibid., pp. A-21 through A-22; also Map No. 1.

be necessary for cruisers to use the general anchorage areas in the Great Sound because the waters of Castle Harbour were too shallow to permit a deep-draft vessel to moor at the proposed naval base. It would also require extensive dredging to fill the spaces between islands and to clear Castle Harbour of shoals and coral heads which prevented immediate use of the area by either surface ships or seaplanes.[28]

The revised recommendations on Bermuda soon underwent a significant change. By November 1, when the board's supplementary report on Bermuda was forwarded to the President, the Navy had decided to make the Great Sound area the "primary seaplane operating area."[29] This decision was based in part on the lengthy dredging and filling required before Castle Harbour would become available, and also because even then its waters would be "too limited for the safe operation of naval patrol planes . . . in service and [those] to be placed in service in the near future."[30] The modified draft lease submitted to the President therefore contained no indication that the use of Great Sound would be temporary or that the principal seaplane base would be elsewhere.

This decision did not portend well for future relations with Bermuda. As reported by an American representative, the Bermudians were reluctant to accept the use of Great Sound, even on a temporary or war-emergency basis, and there was definite opposition to inclusion of Tucker's Island in the leased area.[31]

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28. Greenslade Board Report - Supplementary Report on Bermuda, p. 2.
29. Forwarding Letter, Secretary of War and Secretary of the Navy to the President, November 1, 1940, submitting the Supplementary Report on Bermuda. Navy Department Archives.
30. Ibid.
31. U.S., National Archives, Department of State, Document 811.34544/242 (Telegram, American Consul General at Bermuda to Department of State, No.115, October 31, 1940). The United States had acquired a leasehold on Morgan's Island under the 1939 arrangement with Britain (See pp. 7-8 above). Greenslade Board Report - Supplementary Report on Bermuda, Appendix A-22.

Newfoundland - The Joint Planning Committee and the Greenslade Board both thought Newfoundland essential to the defense of the approaches to Canada and the United States. The Joint Planning Committee had recommended the establishment of extensive United States facilities on Newfoundland. It suggested several naval air stations to support inshore and offshore patrols of the region, a naval light-force operating base near St. John's, and multiple Army and Army Air Corps installations.[32] The Permanent Joint Board on Defense, which concurred in the significance of Newfoundland and considered existing defenses there inadequate, had subsequently allocated defense responsibility for the western and northeastern coastal sectors to Canada. The United States was primarily responsible for the southern coast.[33] In addition to these factors, the Greenslade Board took into account the nature of the threat to Newfoundland. It did not expect a large assault against the island, but the infiltration of small forces attempting to seize key points in the island's primitive transport and communications system was considered possible.[34] Strong emphasis was therefore placed on air facilities to support patrol planes which could keep Newfoundland's extensive coastline under surveillance.

Specifically, the Greenslade Board was looking for three base sites in Newfoundland: a naval air base on the south coast or Avalon Peninsula for the support of amphibious patrol aircraft, a naval base for light operating forces (destroyers and submarines), and an Army base for defense forces.[35] After surveys were conducted, the board recommended the

32. JPC report of August 28, 1940.
33. Greenslade Board Report - Newfoundland; Memorandum to Admiral Greenslade from Op12B, dated September 3, 1940, forwarding a summary of the discussions of Newfoundland defenses by the Canadian-American Permanent Joint Board on Defense. Navy Department Archives.
34. Greenslade Board Report - Newfoundland.
35. Ibid.

acquisition of three sites and possibly a fourth.[36] Due to congested conditions in St. John's and its harbor, a site on the east side of Placentia Bay was selected for the main naval base. The board recommended that a 2610 acre site which included the Argentia Peninsula and the area southeast of it be acquired for a naval air station (land and seaplanes), a naval operating base, and an Army defense base. A site south of St. John's was selected for the major Army base to defend the Avalon Peninsula, but at the final conference with the Governor on September 21 this was changed to a 160 acre site on Quidi Vidi Lake, north of the city. Within St. John's harbor, the board recommended acquiring a 22 acre site with an 1150 foot frontage on the southeast side of the harbor. This site was to be a base for light forces, a stores handling center and a harbor defense center. The board also noted that Canada was then planning to build a landing field near St. John's which would be available to United States forces. It recommended that if Canada changed its plans, the United States acquire a site and develop such a facility. The board also recommended that the United States establish a security force at Newfoundland Airport.[37]

Bahamas - The Joint Planning Committee recommended establishment of bases in the Bahamas to patrol the Bahamas region and the approaches to the Windward Passage, a major entrance into the Caribbean Sea. It suggested that naval air facilities and defensive Army garrisons adequate for temporary and intermittent use be established.[38] In view of this proposal and the fact that the United States already had facilities in Florida, Puerto Rico and Cuba, the board looked for a site about 200 miles northeast of

36. See Map No. 2.
37. Greenslade Board Report - Newfoundland.
38. JPC report of August 28, 1940.

Guantanamo Bay, Cuba. This area was also desirable because the northwestern Bahamas already contained aviation facilities: Pan-American Airways operated limited seaplane facilities at Nassau and Sir Harry Oakes had offered the United States full access to his newly completed airfield southwest of Nassau.[39] This was in contrast to the southeastern Bahamas, where no air facility existed. Investigation therefore centered on Mayaguana, Crooked Island, San Salvador, Long Island, Rum Cay and Eleuthera in that order of preference.

After the board had conducted its aerial surveys, it tentatively selected a site on Mayaguana.[40] Before reaching a final decision, however, a detachment of the Fleet Marine Force stationed at Guantanamo was requested to make a more detailed survey. The survey was conducted by Marine Corps engineers aboard the destroyer USS Hughes on October 13 and 14. The Marines found that Abraham Bay, on the south side of the island, would be adequate as a seaplane operating area after removal of some soft coral heads. The entrance to the bay was narrow and shoal, however, and dredging was necessary before it could be safely navigated by a seaplane tender. Ashore, they found solid coral and rock with rolling hills and no soil. A naval station could be established on the shore, but building an airfield would require blasting of the hills and crushing of the rock debris for use as fill in the valleys. There was neither fresh water nor a food supply on the island. The inhabitants had no wheeled vehicles, so no roads had ever been built.[41]

In addition to the difficulties noted by the Marines' survey, there were no recreation facilities and the island had minimal value as a

39. Greenslade Board Report - Bahamas.
40. See pp. 125-126 above.
41. Greenslade Board Report - Bahamas.

training site. Cognizant of all these detracting points, the board nevertheless recommended Mayaguana as the Bahamas base site. It proposed the shores of Abraham Bay as the site for a naval air facility for operating tender-supported seaplanes.[42] Due to Mayaguana's location with respect to other aviation facilities, the board further recommended acquiring a 1½ square mile tract for an Army airfield. The precise location of this tract was deferred until further detailed surveys were made, but the board noted that since the island was undeveloped and relatively primitive, the impact of an airfield on the local inhabitants would be the same, no matter where it was located.[43]

Jamaica - The report of the Joint Planning Committee suggested that Jamaica be developed as a supplementary fleet anchorage for operations based in Guantanamo, Cuba, and as a central supply base for Army forces in the Caribbean.[44] Admiral Greenslade disagreed with the idea of using Jamaica as a supply center.[45] He thought the Army's plan to establish three sectors (Panama, Puerto Rico and Trinidad) within a Caribbean Theatre commanded from Panama would be inefficient. It would cause duplication of facilities between Jamaica and Trinidad and require an excessive amount of shipping for supplies routed through a "pool" at Jamaica.

In its survey of Jamaica, the board looked for sites for four installations. The first was a secure fleet anchorage on the south coast, with limited docking, fueling and repair capability, local defenses and a

42. See Map No. 3.
43. Greenslade Board Report - Bahamas.
44. JPC report of August 28, 1940.
45. "Memorandum for Admiral Stark," from Admiral Greenslade, September 27, 1940, subject: Army Theater Supply Base on Jamaica. Navy Department Archives.

recreation area. Next was a naval air base, also on the southern coast, with facilities for operating tender-supported patrol seaplanes. The third site was for an Army base, including facilities for the defense of the naval bases and an airfield suitable for bombers and for occasional use by the planes of two aircraft carriers. Finally, the board looked for a site for a central supply base and hospital for the Army's Caribbean Theatre.[46]

The board was greatly assisted in its work at Jamaica by the efforts of local officials prior to the board's arrival. The board had outlined its plans for Jamaica to a Royal Navy representative at Bermuda on September 7. This information was passed to Jamaican authorities who made intensive studies and surveys and presented the board with a very thorough report, complete with site and facility recommendations, a month later.[47]

On the basis of its survey and the local studies, the board selected six sites.[48]

1. The waters of Portland Bight on Jamaica's south shore, including several islands and Galleon Harbor at its northeast corner. This site was recommended as the fleet anchorage area and the seaplane operating area.

2. A 34 square mile tract directly east of Galleon Harbor to be used as the naval and air stations, the airfield, and the storage and housing facilities for both the Navy and Army bases.

3. The eastern part of Portland Ridge, a tract of about 13 square miles, for use as a training and target area and as the site of shore defenses for the fleet anchorage.

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46. Greenslade Board Report - Jamaica.
47. Ibid.
48. See Map No. 4.

4. Pigeon Island in Portland Bight, for shore defenses of the anchorage.

5. An area of about one square mile near May Pen, for use as an emergency landing field.

6. An area north of Mandeville for use as a recreation area and a hospital center.

The board also recommended that the United States redevelop the Royal Navy's dockyard at Port Royal (near Kingston). The yard had been wrecked by an earthquake in 1907.

Trinidad - Both the Joint Planning Committee and the Greenslade Board envisioned a triple function for the base complex on Trinidad: to provide a base for fleet operations needed to control the southeastern approaches to the Caribbean and the northern coast of South America; to deny use of Trinidad and Tobago to any enemy; and to support air operations in, and movement of forces to, northern South America.[49] To fulfill these functions, the Greenslade Board looked for sites for two bases. The first was for a fleet base which would include about 12 square miles of anchorage area, facilities for seaplane operations, limited docking and repair capabilities, local defense installations, an advanced base for Fleet Marine Force units (including aircraft), a hospital, a housing area, and fuel storage and supply depots. The Army base was expected to be largely incorporated in the fleet base site, but a second site would be needed for an airfield and a stores and supplies depot of limited size but capable of rapid expansion in an emergency.[50]

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49. JPC report of August 28, 1940; Greenslade Board Report - Trinidad.
50. Greenslade Board Report - Trinidad.

When the board arrived in Trinidad, the Governor quickly expressed a desire for the United States bases to be located in the Caroni region, south of Port-of-Spain.[51] Caroni was an immense swamp, the reclamation of which had long been a projected public development scheme. Aside from the obvious advantage to Trinidad of having the United States do the reclamation work, the Governor believed that using Caroni would minimize the impact the bases would have on the life of local residents. In making its survey, "the Board reconnoitered the area concerned, studied the project, and rejected it as unsuitable for a base."[52] Reclamation would have been a massive project necessarily accompanied by sanitary filling and drainage of vast surrounding areas. The newly-filled sections would have to be allowed to settle before construction began. As a result, it would have been several years before any base facilities became operational.

In its report, the board made many observations regarding the sites it recommended. It assumed that Trinidad would be primarily an operating base with supply, training and hospital centers located in the Guantanamo-Jamaica area. It pointed out that the best anchorages were in an area close to the south side of Trinidad's northwestern peninsula. Moreover, the established anchorage area further south at San Fernando was used by a large number of tankers and was expected to become the site of oil well drilling in the near future. The board also pointed out that the suggested naval anchorage would be able to serve as a seaplane operating area as well. The adjacent shores were unfit for developing land fields, however, so it was necessary to build any airfields inland. Since use by naval aircraft, primarily from aircraft carriers, would be infrequent, naval land plane

51. See Map No. 5.
52. Greenslade Board Report - Trinidad.

facilities could be incorporated into the Army base. For health and sanitation reasons, it was necessary to locate the latter base in the inland foothills.

In its report, the Greenslade Board recommended acquisition of five sites in Trinidad. The first, to serve as the location of a major fleet base, was to include the end of the northwestern peninsula, the adjacent waters to the south, and several nearby islands.[53] The second area was to be used as the Army base, including its main airfield. It was to be an 18 square mile tract extending north and south of (but excluding) the main cross-island road in the Cumuto-Valencia-Guaico region. A third site of about two square miles near Longdenville was recommended for use as an auxiliary airfield. The fourth site recommended was a 96 acre section of beach front at Saline Bay, to be used as a recreation area. Finally, the board recommended acquiring a 1200-foot section of waterfront in Port-of-Spain harbor for use as a stores handling depot. This area would be made available to local authorities when not needed by the United States, but the United States was to have the right to fill adjoining mudflats and extend the wharves if needed.[54]

When these and the board's other recommendations were submitted to the Governor of Trinidad just before the board departed, the Governor raised many objections. He was principally opposed to the use of the Chaguaramas peninsula in lieu of the Caroni region, but many lesser points were also presented. The board modified its report to satisfy the Governor on as many points as possible, but felt it could not accept the Caroni proposal. The Governor was adamant in his opposition, refusing to approve

53. See Map No. 5.
54. Greenslade Board Report - Trinidad.

the proposals until they had been sent to London and he had received appropriate instructions. The Governor's primary reason for objecting to the acquisition of the Chaguaramas site was the fact that it included the island's best beaches and its customery recreation area. The board was annoyed by the Governor's position that the pleasure and relaxation of the local residents were more important than the defenses of the island and the hemisphere. It is remarkable that the record of the final conversations does not reveal any lack of diplomacy or dignity by the board.[55]

British Guiana - Both the Joint Planning Committee and the Greenslade Board believed a base in British Guiana would serve three purposes: provide basing and support for patrol aircraft conducting coastal surveillance of the Guianas and protecting the shipping lanes between North and South America; serve as a base of operations to oppose any enemy movement into the northeastern part of South America; and act as a way-station for the southerly movement of troops and aircraft.[56] To fulfill these tasks, the board looked for sites for a naval air station and for an Army base with an airfield.

The board's brief survey and the reports and recommendations of the Governor of the colony revealed that the choice of sites was seriously constricted by many factors: the primitive, tropical nature of most of the colony, water and weather conditions, topography and sanitary conditions.

The Greenslade Board finally recommended the sites proposed by the

55. Greenslade Board Report - Trinidad.
56. JPC report of August 28, 1940; Greenslade Board Report -British Guiana.

Governor of British Guiana.[57] A site of about 2½ square miles on the east bank of the Demerara River, near Hyde Park, was selected for use as an Army airfield, a defensive base, and an auxiliary seaplane facility. For the principal seaplane base, the board recommended acquiring a 1500 foot strip facing on the western channel of the Essiquibo River between Hibernia and the Supenaam River. The precise location of the air station was deferred pending more detailed surveys. The board also recommended that the Army base be developed as quickly as feasible, but retained in a caretaker status with capacity for immediate expansion if and when needed. The proposed naval air station was to have only the limited facilities required to support six seaplanes with the assistance of a seaplane tender.[58]

St. Lucia - The Joint Planning Committee and the Greenslade Board thought a base at St. Lucia would be of value for surveillance of the eastern entrances to the Caribbean, supporting air operations if needed to defend the Windward and Leeward Islands, and as an intermediate landing field for short range planes travelling between Puerto Rico and Trinidad.[59] The board looked for sites for a seaplane base, a landing field and an Army garrison.

Once again the board was greatly assisted in its surveys by an exceedingly thorough study prepared by the St. Lucia authorities. On the basis of this study and its own surveys, the board selected two sites for leasing.[60] An area of 120 acres on the southeast side of Gros Islet Bay, on St. Lucia's northwest coast, was chosen as the seaplane base. This site

57. See Map No. 6.
58. Greenslade Board Report - British Guiana.
59. JPC report of August 28, 1940; Greenslade Board Report - St. Lucia.
60. See Map No. 7.

was selected after it was decided that the waters of Port Castries were too rough and congested for use as a seaplane area. The land plane base was to be located on a 1½ square mile tract in the area northeast of the town of Vieux Fort, at St. Lucia's southern tip. The precise location of this site was deferred pending completion of more detailed surveys and topographical studies.

The board further recommended that most of the housing and support facilities be located at the seaplane base, where health and sanitary conditions were much better than those at Vieux Fort. The airfield was to contain only weather, radio, servicing and caretaking detachments. The local authorities approved the board's proposals but noted that the land near Vieux Fort was in an unusual status which might delay its acquisition. The land was owned by the St. Lucia Company, but it had been leased to the Barbados Settlement Company. As part of a project to reduce the over-population problem at Barbados, inhabitants of Barbados were being urged to move to the Vieux Fort region of St. Lucia.[61]

Antigua - When Antigua was added to the list of base sites, the Joint Planning Committee proposed that the base complex there serve the same purposes and be composed of the same facilities that had previously been suggested for St. Lucia.[62] The Greenslade Board agreed.

After rejecting several areas due to size and/or weather and sea conditions, the board recommended that Parham Sound be acquired as a seaplane operating area.[63] The Crabs Peninsula was recommended as the site of supporting facilities. The board initially proposed to establish

61. "Beane Field: U.S. Base in St. Lucia," Spotlight, October, 1958 (Vol. 19, No. 10), p. 15.
62. JPC report of September 3, 1940.
63. Greenslade Board Report - Antigua; also see Map No. 8.

the land plane base on a site just east of St. Johns. On learning that the area included the island's best farmlands and was therefore opposed by local authorities, the board selected a site across Parham Harbor from the naval air station. This site was physically suitable for an airfield, highly preferred as a housing site, and close enough to the seaplane base to permit direct communication and transport by small boats.

In addition to the recommendation of particular base sites, the reports of the Greenslade Board also contained other recommendations concerning the development of the bases and additional rights required by the United States. In most cases, the board recommended that planning and construction of the naval and air bases be accomplished as a single project in order to avoid duplication of facilities. In several reports, notably Jamaica, Newfoundland, Trinidad and Bermuda, the board proposed some form of joint usage of air and naval facilities by British and United States forces, again to avoid duplication of effort. Almost all the proposals were based on an explicit assumption that existing defenses would be maintained or further developed. Any reduction of existing defenses would make it necessary for the United States to expand its bases and possibly acquire additional sites. Another standard recommendation was for the maximum employment of local labor and local materials in building the bases. The board thought this would offset any negative effects the bases might have on the local economy. In Bermuda, it was also suggested that base architecture conform to the customary island style to avoid offending the eyes of Bermuda's chief source of revenue, the tourists. In many areas such as Trinidad, Jamaica, St. Lucia and British Guiana, the board recommended acquiring extensive rights outside the leased areas for the

purpose of improving health and sanitary conditions and assuring a supply of fresh water. Many reports also recommended acquiring the right to defend key areas in the base-site colonies, such as St. John's, Newfoundland; Port-of-Spain and the entrances to the Gulf of Paria in Trinidad; Castries, St. Lucia; and St. Johns, Antigua. The board also recommended that wherever possible, local residents be permitted to continue customary use of the waters and roadways of the leased areas so long as it did not interfere with military operations.

The board's report for each colony also contained a draft lease for the proposed bases. In addition to specifying the tracts of land to be leased and listing the special rights and arrangements already noted, the leases contained the clauses summarized below:

Each lease granted to the United States, "exclusive rights, powers, authority and control within the [prescribed leased] areas and within the territorial waters and air spaces adjacent to or in the vicinity of such areas" unless such privileges were assigned elsewhere in the lease.[64] The leases further listed some of the specific "rights, powers and authority" thus granted:

(a) to control anchorages, moorings and movement of ships and water craft in the areas "to the extent that may be determined as necessary or convenient in the use, control and defense" of the areas.[65]

(b) to exercise similar control with respect to aircraft.

(c) to control internal and external communications of all types within, into and out of the leased area.

(d) to use all public or commercial utilities and channels of transportation on an equal basis with the British government.

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64. Greenslade Board Report - Antigua, p. B-2. Phrasing of this and other clauses quoted below varied only slightly among the individual leases.
65. Greenslade Board Report - Bermuda.

(e) to install and use armament or defenses needed for the leased areas, including underwater defenses.

(f) to acquire additional sites, rights-of-way, easements, etc., under supplementary leases for the remaining period of the main lease, and under similar conditions (i.e., without consideration other than compensation of private owners).

(g) to use public lands, piers, arsenals, hospitals, and other such facilities "to the extent which may become necessary or convenient for the protection of the property, instrumentalities, and activities of the United States, or otherwise to safeguard its national interests" without charge other than reimbursement of additional costs directly attributable to such use.[66]

(h) to remove improvements made in the leased area.

The draft leases also granted full exemption from customs and other related taxes on equipment and material imported in connection with the development, construction or operation of the bases. This privilege was extended not only to goods consigned to the United States government but also to those destined for military and civilian personnel, including employees of contractors and their families. This exemption was subject to the proviso that any article so imported would not be "further sold or transferred to other interests" in the base-site colony.[67]

The draft leases specified that the United States was under no obligation to develop or use the bases or to exercise the rights acquired. Should it do so, however, the United States also had the right to abandon the bases and cease to exercise its rights and powers at any time. The United States assumed no obligation for the defense or civil administration of the leased

66. Greenslade Board Report - Bermuda.
67. Ibid.

areas or other parts of the base-site colonies.

The draft leases assigned criminal jurisdiction over offenses committed in the leased areas to the authorities which first acquired custody of the offender. Either government, however, was authorized to deliver an offender to the other government on request. In such cases, the draft leases provided that the colonial government was required to try any offenders turned over to it on request. It also said that "all offenders in the service of the United States, civil or military, shall on demand be apprehended and delivered to the government of the United States for trial whether or not the offense with which charged was committed within or without the leased ares."[68] Civil authorities were not permitted to serve process within the leased areas except with the permission of the commanding officer. Any colonial laws which interfered with the free use of the leased area were to be considered inapplicable within such areas.

The original report on Bermuda and the report on Newfoundland were personally delivered to the President by Admiral Greenslade, the Secretary of the Navy and the Chief of Naval Operations on September 11 and 25, respectively. The President approved the reports and the leases by memorandum on October 1, but asked that the Attorney General approve the draft leases before they were transmitted to the British government.[69] A week later, when the Secretary of the Navy forwarded the draft leases to the Secretary of State for delivery to the British Ambassador, he said the drafts had been reviewed and approved by the Attorney General.[70]

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68. Greenslade Board Report - Bermuda.
69. "Historical Monograph: Bermuda," (Unpublished manuscript history prepared for North Atlantic Division [Army Service Forces, Corps of Engineers] , New York, 1945), p. II[7]-1. Office of the Chief of Military History, Department of the Army.
70. Letter, Secretary of the Navy to Secretary of State, October 7, 1940. Navy Department Archives.

Subsequent reports by the Greenslade Board were submitted by joint Secretary of War-Secretary of the Navy forwarding letters.[71] In each case, the draft lease underwent slight changes of content and format to achieve greater standardization with the leases which had been approved by the Attorney General. All of the Greenslade Board's reports received presidential approval.

The Greenslade Board of Experts performed an extremely difficult assignment in a quick yet thorough fashion. It has been criticized for recommending some sites which later proved ill-suited to the intended use, a failing which has been attributed to lack of air corps, engineer or medical members on the board.[72] As the contents of the Greenslade Board's reports indicate, however, persons with those qualifications were present and did assist the board in its work. In retrospect, the number of changes which were made in the sites and arrangements recommended by the Greenslade Board can be attributed largely to changes in the strategic situations, the revised roles of the various bases, and the rapid growth of the technology of warfare. Far more impressive than the board's few errors is the number of situations in which its recommendations proved correct. In less than two months the Board surveyed eight British possessions (one twice), selected sites for more than 20 bases, and laid the groundwork for initial development at most of those sites. It was no mean feat.

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71. Joint Secretary of War - Secretary of the Navy forwarding letters, submitting the Greenslade Board Reports to the President, as follows: October 29, 1940 - British Guiana; October 31, 1940 - (letter # 25041) Antigua; (letter # 25042) St. Lucia; (letter # 25046) Jamaica; (letter # 25047) Bahamas; (unnumbered letter) Trinidad; November 1, 1940 - Supplemental Report on Bermuda.
72. (Edward H. Ross), "History of Antilles Department Real Estate: Part I - 99-year Lease Bases," (Unpublished manuscript history prepared for Headquarters, Antilles Department, Historical Section, Caribbean Defense Command, 1946), Office of the Chief of Military History, Department of the Army, pp. 90-92.

A recent writer has said the Greenslade Board "was scarcely notable for diplomatic finesse," making particular reference to Bermuda and Trinidad.[73] No evidence to substantiate this accusation has been found. The evidence indicates that the board displayed restraint when confronted with short-sighted local opposition. It made genuine efforts to cater to local interests such as the retention of bathing beaches on Chaguaramas Point, Trinidad, and the protection of yachting areas on the Great Sound of Bermuda, when the circumstances may have justified a less considerate position.

The sites having been selected and draft leases prepared, the further progress of the Destroyers-Bases exchange faded from the headlines. It was replaced by the Tripartite Agreement, Lend-Lease, and growing United States involvement in the war. But behind the scenes, some very difficult tasks lay ahead: negotiating and signing formal lease agreements and building the bases.

73. Goodhart, Fifty Ships That Saved the World, p. 217.

CHAPTER VI

The Base Lease Agreement of March 27, 1941

The notes exchanged on September 2, 1940, have been described as evidence of the mutual good faith shared by the United States and Britain.[1] They contained no hedges or conditions, and there were no explicit limitations on the sites to be leased by the United States or the rights and privileges to be enjoyed therein. This broadness of phrasing, however, also raised immediate questions of interpretation. There were no indications of how private land would be taken for the leased areas, whether such takings would be deferred until settlement had been reached with each owner, or whether the United States would be a direct party to each claim for compensation. These questions came quickly to the fore, especially in Newfoundland, where the local government was unable or unwilling to pay private owners for property at the time it was taken.

In order to select precise sites and to determine the metes and bounds to be included in the leases, surveyors had to visit the sites and make detailed maps and measurements. There was uncertainty about the procedure by which the United States would obtain permission for personnel to enter the colonies and conduct these surveys. No one knew if it would be necessary to obtain a separate clearance for each visit, if a single clearance could be granted to cover all visits and surveys in a single colony, or if the British government could grant blanket permission to conduct all surveys at all colonies. When these difficulties had been resolved and survey parties arrived in the colonies, questions of local jurisdiction and the

1. Stetson Conn, Rose C. Engelman, and Byron Fairchild, Guarding the United States and Its Outposts, p. 366.

applicability of local laws arose to take their place.

Still another question left unanswered by the exchange of notes was that of the status and role of the colonial governments. They had been excluded from all negotiations leading up to the Destroyers-Bases exchange, and they thought it imperative that they participate in some way in the further negotiations concerning their respective territories. The colonial governments wanted to assert what they considered their "rights" and to protect their local interests. The presence of the United States bases and the rights and powers acquired and exercised by the United States were certain to affect local life and the constitutional role of the Governor. By participating in negotiations, the colonies hoped to minimize this impact. This sentiment was particuarly strong in the "gift" bases, Newfoundland and Bermuda.[2]

The colonial officials took full advantage of the vagueness of the exchanged notes to exercise local controls over the development of the bases. The United States requested permission to conduct surveys in Newfoundland but had to wait nearly two weeks for an answer. Survey parties did not arrive in St. John's until October 13. In Bermuda the situation was even more confused. A request similar to the one sent to Newfoundland had been addressed to the government of Bermuda several days earlier, but it required more than a month to get an answer because the Governor decided to refer the issue to the local assembly before making a reply. In the meantime, five or six telegrams had been exchanged between the United States and Britain, and in late October, Britain approved the entry of American survey teams into Bermuda. On the basis of this approval, an advance party arrived in Bermuda on November 3, only to learn that the

2. Conn, et al., Guarding the U.S., p. 366.

Governor of Bermuda had not authorized the survey or been notified of the British authorization. Mindful of local dissatisfaction with the base proposals which the Greenslade Board had submitted, the Governor insisted that a definite agreement on the general location of the bases be made before he would authorize any surveys. He reportedly made a "forceful" suggestion to the advance party that the rest of the survey team not travel to Bermuda until specifically invited.[3] When the other surveyors arrived unrequested, the Governor was adamant in his refusal to permit surveys. The survey team was idle until November 19, when agreement on the location of the bases was publicly announced. The start of surveys thus was delayed for more than a month from the time the United States was originally prepared to send its survey team.

In view of the difficulties which were being encountered at Bermuda, in late October, 1940, the Navy Department suggested that the United States obtain permission to make detailed surveys of all the sites recommended by the Greenslade Board by submitting a blanket request to the British government. Such a request was made on November 1.[4] In late November a note from the British Embassy seemed to imply that the blanket request had been approved. When Britain was asked to confirm this interpretation, Britain said no such approval had been intended and indicated that when

3. Conn, et al., Guarding the U.S., p. 367.
4. Ibid. Apparently, the request was actually submitted to the British government by the U.S. Embassy in London on November 1. The State Department instructions to submit the request were dated October 31. U.S., National Archives, State Department, Document 811.34544/296: telegram, State Dept. to U.S. Embassy in London, No. 3329, October 31, 1940. Hereafter, documents from the State Department Archives will be cited by their document number within the 811.34544 file series and their description.

the United States request was answered, it would be disapproved.[5] On December 4, the British government formally replied, saying it could not approve the request because there might be occasions when the presence of the surveyors could be "inconvenient to the British authorities in the localities in question."[6] The British Foreign Office suggested that it would be better for the United States to request permission for survey visits directly from the local governors, but it cautioned that this procedure was to be used only for visits involving surveys of the base sites.[7]

By obtaining this arrangement the colonial governments had made their point. Local governments had obtained some control over base development and a right to participate in future base negotiations. Few further delays were encountered and survey work had begun at all sites by January 1941.

During November and December, 1940, considerable progress was also made in the selection of base sites. By mid-November British authorities had approved a long list of sites. The Greenslade Board's site recommendations for the Bahamas, Jamaica, Newfoundland and British Guiana had been approved, as had all but the airfield sites on St. Lucia and Antigua. The Bermuda sites recommended in the Greenslade Board's supplementary report had also been approved, except for the "granting of facilities affecting

5. Doc. 296b: telegram, State Dept. to U.S. Embassy in London, No. 3618, Nov. 28, 1940; Doc. 346: note, State Dept. to British Embassy in Washington, Dec. 13, 1940, replying to British note of Nov. 22, 1940; and Doc. 298: telegram, U.S. Embassy in London to State Dept., No. 3905, Nov. 29, 1940.
6. Doc. 307: telegram, U.S. Embassy in London to State Dept., No. 3942, Dec. 4, 1940.
7. Ibid., and Doc. 321: telegram, U.S. Embassy in London to State Dept., No. 3997, Dec. 8, 1940 and State Dept. reply No. 3730 of Dec. 7, 1940. The latter also extended the procedure to Newfoundland which had been excluded from earlier arrangements.

an island or islands in the Great Sound for operation of seaplanes."[8] The latter, along with "[t]he question of facilities to be granted at Trinidad" were said to be "still under consideration."[9] Shortly after this agreement on sites had been announced, Britain confirmed its general acceptance of the Greenslade recommendations and suggested that it would be permissible to start work at all the approved sites except Antigua. On December 13, the Secretary of State advised Britain that its list of agreeable base sites contained many minor errors and one significant one: omission of the landing field in the Bahamas.[10] He also told the British government that it would not be necessary to delay the start of work at Antigua as requested by Britain. The installation planned for Antigua was small and would not cause the drain on the local labor force which had been anticipated by Britain.

Discussions of the Trinidad site were continued in December when the Governor of Trinidad renewed his proposals for locating the base in the Caroni region. On December 27, the Secretary of State politely but firmly refused to accept the Governor's suggestions.[11] Aside from the unacceptably long time required to develop the Caroni site, the Secretary listed other reasons for insisting upon the sites recommended by the Greenslade Board: they provided better strategic locations with respect to the northern entrance to the Gulf of Paria and the southern entrances to the Caribbean; they contained better waters for ships and seaplanes; and they gave better access to the high seas. Data tending to refute the opinions

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8. U.S. Navy Press Release, November 18, 1940. Navy Department Archives.
9. Ibid.
10. Doc. 345: note, State Dept. to British Embassy in Washington, Dec. 13, 1940, replying to a British note of Nov. 22, 1940.
11. Doc. 343: note, State Dept. to British Embassy in Washington, Dec. 27, 1940, replying to a British note of Dec. 13, 1940, in which the Governor's proposals were renewed.

of several Trinidad engineers regarding the suitability of various base sites was also mentioned. The Secretary said that the United States viewed sympathetically the feelings of local inhabitants with respect to bathing beaches near the proposed naval base, and he assured the British government that every effort would be made to permit local residents continued access to the beaches so long as it did not interfere with military operations or construction.

The latter assurance had been added in response to a suggestion made by British representatives during a conversation on December 23. It was hoped that such a promise would permit the Governor of Trinidad to accept the United States preferences without arousing too much local opposition.[12] In the same conversation, the United States mentioned its plan to acquire both Morgan's and Tucker's Islands in Bermuda as the main seaplane base. The British representatives said they were unable to discuss this point because they had not been aware that the Great Sound site was to be used on a permanent basis as the only seaplane base. During this conversation the United States military and naval representatives also asked the British to expedite the reply to a letter of December 13 requesting permission to enter Newfoundland and start construction. When the United States said it wanted to settle the question of tax and customs exemptions for contractors engagedin base development and to establish a procedure for compensating the owners of private property which would be taken for the bases, the British representatives promised to request detailed instructions from London on these points.

12. Doc. 392½: memo of conversation, re: Bases in Western Hemisphere, Dec. 23, 1940.

Another development which occurred during the last months of 1940 was the establishment of a team to conduct the remaining negotiations. On November 16, the Secretary of the Navy suggested to the Secretary of State that all further negotiations and handling of arrangements for the bases should be centralized in the State Department.[13] He offered to assign a liaison officer to enable the Navy Department to provide the State Department with any assistance it desired in the course of those negotiations. The Secretary of State approved this idea and on December 5 he appointed the following State Department personnel to handle the negotiations: Green H. Hackworth, the Legal Advisor; James Clement Dunn, Advisor on International Political Affairs; and John Hickerson, Assistant Chief of the Division of European Affairs.[14] The Secretary asked that the Navy and War Departments each designate an officer to work with these officials. On December 9, on the recommendation of the Chief of Naval Operations, the Secretary of the Navy named Captain R. E. Schuirmann, USN, to assist the negotiating team.[15] The Secretary of War appointed Lieutenant Colonel Robert W. Crawford (CE), GSC (and as an alternate, Lieutenant Colonel Stephen H. Sherrill (SC), GSC) to a similar role on December 10.[16] These officers were well qualified for the additional duties to which they were thus assigned. Capt. Schuirmann was Director of the Central Division, Office of the Chief of Naval Operations; Col. Crawford was an engineer on the General Staff; and Col. Sherrill was a supply officer, also on the General Staff.

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13. Doc. 327: letter, Secretary of the Navy to Secretary of State, Nov. 16, 1940.
14. Doc. 327: letters, Secretary of State to Secretary of the Navy and Secretary of War, Dec. 5, 1940.
15. Chief of Naval Operations letter, Dec. 9, 1940, Navy Department Archives; also Doc. 327: letter, Secretary of State to Secretary of the Navy, Dec. 18, 1940.
16. Doc. 327: letter, Secretary of State to Secretary of War, Dec. 18, 1940.

While the United States was organizing for negotiations, a dispute developed over the place at which those negotiations would be held. In the latter part of November, the British suggested that they be conducted in London. On December 13, the State Department told the British Embassy that the President wanted to complete the negotiations and the base leases as soon as possible. The Department also informed the British Chargé that an interdepartmental committee had been established to pursue the negotiations and suggested that appropriate members of the British Embassy confer with the committee to get negotiations started.[17] In subsequent discussions, Mr. Dunn presented the United States position favoring negotiations in Washington on the grounds it would be impractical to send people with the requisite qualifications to London.[18]

The British government replied to this suggestion early in January, 1941.[19] The question had been reconsidered in light of the United States proposal, but Lord Lothian's earlier suggestion for negotiations in London was still considered the better proposal. To support its position, Britain argued first that the negotiations would include many complex issues which involved several administrations within the British government. Experience with a London interdepartmental committee considering the leases demonstrated that negotiators would need continuous advice from civil, legal, military and colonial specialists. It would be impossible to send so many advisers to Washington because of the serious manpower

17. Doc. 346: note, Secretary of State to British Embassy in Washington, Dec. 13, 1940.
18. U.S., Department of State, Foreign Relations of the United States, 1941, Vol. III, p. 54 (Aide-memoire, British Embassy in Washington to State Department, January 3, 1941.)
19. These exchanges apparently occurred in parallel channels between the State Department and the British Embassy in Washington and between the State Department and the British Foreign Office via the U.S. Embassy in London. Foreign Relations, 1941, Vol. III, pp. 53-55 (Aide-memoire, British Embassy in Washington to State Dept., Jan. 3, 1941) and Doc. 423½: (same aide-memoire, but dated Jan. 7, 1941) and Doc. 419; telegram, U. S. Embassy in London to State Dept., No. 60, Jan. 7, 1941.

shortage which the war had caused. Almost all the offices involved in lease negotiations had already been reduced to the point of having only one or two qualified staff members. Sending a large group of these persons to Washington would have disrupted the day-to-day conduct of British government and seriously impaired the war effort. The United States Embassy in London confirmed this argument, observing that precisely those people who would be required for lease negotiations were then bearing a large share of the burden of current government work.[20]

Britain's second reason for preferring not to conduct negotiations in Washington was the delay which would be caused by constant reference of questions to the experts in departmental offices in London. Since it was impossible to send all the advisers to Washington, Britain could only send a small negotiating group which would then have to request information and guidance from London on a great many of the points which were expected to arise in the course of discussions. Finally, Britain pointed out that the presence and participation of representatives of the colonies, especially Bermuda and Newfoundland, would be difficult to arrange in Washington but very simple in London.

These British arguments were presented to the President who reconsidered the matter and agreed that negotiations could be conducted most expeditiously in London.[21] To conduct those negotiations, the President appointed the following members to a Base Lease Commission: Charles Fahy, Assistant Solicitor General of the United States, Lieutenant Colonel

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20. Doc. 419: telegram, U.S. Embassy in London to State Dept, No. 60, Jan. 7, 1941.
21. Doc. 419: telegram, State Dept. to U.S. Embassy in London, No. 102, Jan. 7, 1941 (Published in Foreign Relations, 1941, Vol. III, pp. 57-58 under date of January 11, 1941).

Harry J. Malony, FA, USA, formerly a member of the Greenslade Board of Experts, and Commander Harold Biesemeier, USN, a Navy lawyer who also served with the Greenslade Board.

The British government was advised of the membership of the President's Base Lease Commission early in January when the United States accepted London as the site of negotiations.[22] The Commission was scheduled to leave New York on January 17. After several delays, flight cancellations and schedule changes which were a hazard of transatlantic travel during the war, it arrived in London on January 25, 1941.[23] A Foreign Service Officer attached to the United States Embassy staff, Theodore Achilles, was assigned to assist the Commission and arrange for any administrative and clerical support it might need.[24] He soon became an unofficial State Department member of the Commission.[25] The Commission took with it to London the modified versions of the draft leases prepared by the Greenslade Board and a draft of a general lease agreement prepared by the State Department.

There had been some preliminary discussion of the draft leases and their provisions during December, 1940. On December 2, the British Ambassador sent the Secretary of State a note expressing British preferences and ideas with respect to several matters that would be covered by the base leases.[26] Specifically, the Ambassador indicated preference for a clause which placed sharp limits on United States jurisdiction. As proposed by Britain, the United States would exercise exclusive jurisdiction

22. Doc. 419: telegram, State Department to U.S. Embassy in London, No. 102, Jan. 7, 1941.
23. Conn et al., Guarding the U.S., pp. 369-370.
24. John Gilbert Winant, Letter from Grosvenor Square: An Account of a Stewardship (Boston: Houghton Mifflin Company, 1947), p. 33.
25. Interviews, Theodore Achilles and Charles Fahy, April 6, 1966.
26. Doc. 433: note, British Embassy in Washington to State Dept., Dec. 2, 1940.

over the following offenses by United States personnel: (a) disciplinary offenses committed either inside or outside the leased areas; (b) criminal offenses against other United States personnel or United States interests if committed inside the leased area. The United States would also be allowed to exercise criminal jurisdiction over British subjects for offenses against prime United States interests such as sabotage or espionage, whether committed inside or outside the leased areas, providing only that the death penalty would not be imposed. Local authorities would exercise jurisdiction in all other cases. They would thus have full jurisdiction over United States personnel outside the leased areas for all but disciplinary offenses, although this was subject to the understanding that in minor cases the offenders would be turned over to base authorities for punishment. Local authorities would also exercise exclusive jurisdiction over all offenses by or involving British subjects (except those affecting prime United States interests) whether committed inside or outside the leased areas.

With respect to customs duties, the Ambassador proposed that exemptions apply only to goods which were to be used by the United States government and which were not intended for any kind of resale. He also suggested that any businesses established inside the leased areas (such as hotels, taxi service and beach facilities) would require the consent of the local government and be subject to its regulations.

These proposals were offered only as suggestions of what the British government would prefer to include in the lease agreement. They applied only to the colonies, not to Newfoundland.

Although the available records do not include any response to these proposals, it is quite certain that they were unacceptable. They offered

something far less than the exclusive United States control and authority in the leased areas which had been suggested by the Greenslade Board, and they contradicted several of the board's specific recommendations.[27]

On December 23, the Greenslade Board's draft leases were discussed by United States and British representatives. The draft lease for Jamaica was used as an example, and the British representatives found most of it acceptable. They took exception to the clauses extending exclusive United States authority into areas "adjacent to" the leased areas, and suggested that exclusive powers within the leased areas would be acceptable if the rights outside the areas were limited to non-exclusive transit rights.[28] Many points such as acquisition of additional areas, use of public facilities and services, operation of navigational aids, and control of shipping in the fleet anchorage area, were agreed to be subject to the mutual consent of both parties to the lease, although it was indicated that British consent would probably depend upon the consent of local authorities. Surprisingly, the British representatives said the paragraph on import privileges - later a major point of debate - seemed "all right."[29] The jurisdiction provisions of the draft leases were not discussed.

When the President's Base Lease Commission arrived in London on January 25, the British government presented a draft agenda and a schedule for the negotiations. The opening of formal discussions was planned for January 28, and it was hoped that negotiations could be completed in two weeks by meeting twice daily.[30]

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27. Especially those regarding the extent of customs exemptions, the inapplicability of local regulations within the leased areas, and the draft jurisdiction clause. See pp. 145-147 above.
28. Doc. 392½: memo of conversation, prepared by J. D. Hickerson, Dec. 23, 1940.
29. Ibid.
30. Foreign Relations, 1941, Vol. III, p. 64 (telegram, U.S. Embassy in London to State Dept., No. 294, Jan. 25, 1941).

The proposed British agenda included the following points:

1. Format for lease and/or agreement
2. Provision for "satisfactory use" of leased area
3. Metes and bounds of sites
4. (a) Question of command and defense policy
   (b) Reciprocity in use of facilities during war and peace
   (c) Arrangements for radio stations
   (d) Standardization of local flight rules
   (e) Provisions covering weather stations
   (f) Provisions for hydrographic studies
5. Criminal and Civil jurisdiction
6. Arrangements for apprehending and surrendering suspected offenders
7. Administrative regulations within leased areas, such as health codes and gambling laws
8. Shipping and immigration
   (a) Immigration laws
   (b) Quarantine of plants, animals and persons
   (c) Liability of United States ships to payment of light, harbor and pilot fees
   (d) Standards applicable to aids to navigation
   (e) Applicability of United States cabotage laws
   (f) Use of leased area waterfront facilities by British and other foreign vessels
9. Payment and applicability of customs fees and duties
10. Wartime control of imports and exports
11. Arrangements for monetary issue, currency and exchange controls

12. Arrangements for commercial and professional establishments within leased areas
13. Provisions for employment of local labor
14. Provisions for use of local and British materials
15. Provisions covering postal, telegraph and radio communications and wartime censorship
16. Applicability of traffic laws inside leased areas
17. Reservation of rights to minerals, oil, treasure trove, and antiquities and preservation of fishing and other local industries inside leased areas
18. Provisions and procedure for expropriating and acquiring privately owned property
19. Provision covering relations with colored population
20. Provision for defraying additional costs of local administration incurred as a result of the presence of the bases
21. "Additional compensation to Newfoundland and colonies"
22. Regulation of civil aviation
23. Arrangements for applicability of local income taxes and professional fees to earnings of contractors engaged to construct bases.[31]

When this agenda was relayed to the State Department, it elicited surprise. It contained many subjects which the United States had not anticipated discussing or including in the lease. The State Department suspected that some items, such as numbers 20 and 21, had only been included to satisfy the demands of colonial officials and would not be pressed in

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31. Foreign Relations, 1941, Vol. III, pp. 64-65.

serious discussions.[32] The Base Lease Commission interpreted the situation in the same way.[33]

The negotiators held their first meeting as scheduled on January 28, 1941. The time was consumed mainly by optimistic introductory speeches, although questions of organization and procedure were also settled. The Chairman of the negotiating session, Lord Cranborne, noted that the question of specific sites had largely been settled through previous consultation in London and Washington and at the prospective sites. He anticipated that the negotiators would "have little more to do than to decide upon the manner in which formal effect is to be given to agreement already reached in substance."[34] Their task, in Lord Cranborne's opinion, would be "mainly to discuss . . . the detailed arrangements for administration and jurisdiction in the territories arising out of the grant of the leases."[35] Even the representative from Bermuda expected a quick and mutually satisfactory conclusion of the talks, having noted with great pleasure (and relief) that there had been no mention of altering the nationality or constitutional status of the colonies.

At the initial meeting it was agreed that the negotiations would be given no publicity while they were in progress and that no verbatim record would be kept.[36] The latter decision was due partly to the shortage

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32. Foreign Relations, 1941, Vol. III, p. 67 (telegram, State Dept. to U.S. Embassy in London for Base Lease Commission, No. 303, Jan. 29, 1941); and Doc. 491: telegram, State Dept. to U. S. Embassy in London for Base Lease Commission, No. 319, Jan. 30, 1941. Hereafter, telegrams to and from the Base Lease Commission will be identified as (BLC).
33. Doc. 509: telegram, U.S. Embassy in London (BLC) to State Dept., No. 360, Jan. 30, 1941.
34. Doc. 1495: Report of the President's Base Lease Commission (pages not numbered).
35. Ibid.
36. Foreign Relations, 1941, Vol. III, p. 65 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 330, Jan. 28, 1941).

of clerical personnel and partly to the desire to allow frank and uninhibited discussions.[37]

The Base Lease Commission proposed that the following points be added to the agenda:

(a) Discussion of contents of United States draft leases,

(b) Provisions for an official to employ legal assistance, including lawyers not members of the local bar, to defend against suits arising out of acts done in performing the duties of his office,

(c) Clarification of certain points of the draft agenda which were not understood by the Commission,

(d) Provisions for conducting surveys outside the leased areas, and

(e) Provision for transfer of possession simultaneously with signature of the leases.[38]

The initial meeting ended after discussing these additions and the first nine points of the British agenda.

Following this meeting, the Base Lease Commission began what developed into a highly effective and efficient operating procedure. Each evening it would prepare and send to the State Department a summary report of the day's discussions, including requests for additional information or instructions and proposed drafts submitted for comment. As long as this report message was completed before 10:00 p.m. London time, it would be received in Washington at about 5:00 p.m. on the same day - before the working day ended. The Washington team, primarily Mr. Hickerson, Capt. Schuirmann and Col. Crawford, would locate the appropriate people, seek

37. Interviews with Charles Fahy, April 6, 1966, and General Harry Malony, April 7, 1966.
38. Foreign Relations, 1941, Vol. III, p. 66 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 330, Jan. 28, 1941).

out the requested information and discuss drafts and instructions during the late afternoon and evening. Finally, a draft reply would be prepared for submission to the Secretary of State early the following morning. If it was approved and released by the Secretary or other responsible official before 8:30 or 9:00 a.m., the reply was in the Commission's hands in time for its afternoon session. Thus, if a question arose on Monday, it could be referred to the State Department Monday evening and in most cases the reply would be received and the Commission would be ready to present its answer on Tuesday afternoon.[39]

The negotiations which followed that first session lasted not two weeks, as hoped, but eight weeks. The confidence and optimism expressed at the opening meeting did not even last through the first week. The negotiations were complex and, on some issues, bitterly disputed. Compiling a comprehensible account of the discussions and debates is made more difficult by the fragmentary and disorganized nature of the records which have survived. The following account of the negotiations will therefore consist of two parts: a summary of some of the difficulties, tactics, and major developments in the course of the conferences, and a statement of how each item of the agenda was handled and ultimately settled.

The first serious difficulties erupted on January 30. The negotiators had first discussed each agenda item briefly, deferring many and assigning the rest to various subcommittees. Then the first discussion of the United States draft leases was begun. After comments on the introductory paragraphs were completed, disagreement became so sharp that the meeting was

39. Interviews with Charles Fahy, April 6, 1966, and J. D. Hickerson, April 7, 1966.

adjourned.[40] The disagreement was caused by a difference between the United States and British approaches to the leases, and by a misunderstanding about the status of the United States draft leases. The British approach was to achieve a general agreement by first agreeing on specific points, whereas the United States wanted to reach agreement on general issues such as the extent of the United States jurisdiction and to proceed from there to more specific points.[41] These contradictory approaches made it difficult, if not impossible, to find a mutually acceptable starting point from which to develop further agreement.

The British negotiators apparently expected the draft leases to be withdrawn completely. This belief was based on reports received by the Foreign Office from the British Embassy in Washington. Lord Lothian had objected to the drafts in October, 1940, on the grounds they were too sweeping. He reported that Secretary of the Navy Knox had agreed to withdraw them. In December, 1940, following Lord Lothian's death, the British Chargé d'Affairs, Nicholas Butler, reported that the State Department was not aware of any such agreement between Lothian and Secretary Knox. When Butler renewed Lothian's objections to the draft treaties, he was told that the drafts were only offered as starting points, subject to discussion and modification. They were not being presented as a 'take it or leave it' demand by the United States. The Base Lease Commission viewed the drafts in the same way.[42] In spite of this seemingly clear explanation, the British negotiators were surprised when discussion of the draft leases was proposed by the Base Lease Commission. This

40. Doc. 512: telegram, U.S. Embassy in London (BLC) to State Dept., No. 383, Jan. 31, 1941; also Doc. 1495: Report of the BLC.
41. Conn, et al., Guarding the U.S., p. 370.
42. Doc. 512: telegram, U.S. Embassy in London (BLC) to State Dept., No. 383, Jan. 31, 1941, and Doc. 1495: Report of the BLC.

difficulty was finally avoided by deferring further consideration of the draft leases and resuming discussion of other points on the agenda.

A particularly thorny problem was that regarding participation by representatives from the colonies and Newfoundland. The conference was between the United States and Great Britain; they were the powers who had exchanged the notes and made the basic agreement. The colonial representatives insisted on participating on the grounds that they had vital interests at stake.[43] The attitude of the colonial representatives produced many debates and delays. They were interested primarily in minimizing the rights and powers of the United States and, if possible, making the presence of the bases a financial asset. The Commission reported that they sought to "restrict the freedom of action" at the proposed bases in ways "which would inure to their pecuniary benefit."[44] Bermuda and Newfoundland were singled out as particularly vexing. They tended to look at the base garrisons as groups of individuals who should be subject to the local laws - especially customs and other duties - rather than as units of armed forces stationed in leased areas.[45]

One of the colonies even attempted some extra negotiating on its own. On February 3, the Commission reported that the Bermuda representatives had suggested a plan to facilitate approval of a suitable lease agreement. They wanted to announce that a delegation of Bermudians would be received in Washington to discuss "minor change" in the immigration and farm produce import tariff laws and a possible decrease in the withholding tax on United States investments owned by Bermudians.[46] The

43. Conn, et al., Guarding the U.S., p. 370.
44. Doc. 512: telegram, U.S. Embassy in London (BLC) to State Dept., No. 383, Jan. 31, 1941; and Doc. 1495: Report of the BLC.
45. Doc. 512: telegram, U.S. Embassy in London (BLC) to State Dept., No. 383, Jan. 31, 1941.
46. Doc. 517: telegram, U.S. Embassy in London (BLC) to State Dept., No. 417, Feb. 3, 1941.

Commission favored the idea of permitting the Bermuda delegation to visit Washington because it might, in fact, speed up negotiations in London; however, the Commission had not given the Bermudians any reason to expect that such a delegation could achieve any of its aims. In its reply, the State Department said the United States would be willing to consider Bermuda's suggestions if they were forwarded through existing channels, but it pointed out that there was little chance that the changes requested by Bermuda could be approved even if compensating concessions were offered. In more general terms and referring to contemporary suggestions in both the Bermuda and Newfoundland press, the State Department said the United States could not recognize any claims that local governments ought to receive more direct benefits from the Destroyers-Bases exchange. The United States could recognize no obligations beyond those expressed in the notes exchanged on September 2, 1940.[47]

The negotiators continued to meet in plenary sessions for the first few days, but it soon became evident that those stormy sessions were less productive than the informal conferences and subcommittee meetings which were also being held. By February 5, the plenary sessions had been abandoned and negotiations were conducted in smaller groups.[48] On the same date, the Base Lease Commission stopped making a full record of the conversations, messages and letters exchanged between delegations, attributing the decision to the shortage of clerical personnel in the London Embassy.[49]

The progress of negotiations, even when conducted in subcommittees

47. Doc. 517: telegram, State Dept. to U.S. Embassy in London (BLC), No. 394, Feb. 6, 1941.
48. Doc. 1495: Report of the BLC, "Memo for the Record" dated Feb. 7, 1941. Conn, et al., Guarding the U.S., p. 370, says the tenth and final plenary session was held on Feb. 19, 1941.
49. Doc. 1495: Report of the BLC, "Memo for the Record" dated Feb. 7, 1941.

or on an informal basis, was very slow. The first draft agreement was not completed until February 18, and only 12 of its 28 articles were fully acceptable to both sides.[50] By late February the situation had become so serious that both sides acted to speed up the negotiations. On February 25, the Under Secretary of State told the new British Ambassador in Washington, Lord Halifax, that the delays were causing deep concern in the United States. The House and Senate Appropriations Committees were considering legislation to provide the funds for development of the bases. The admission that the leases had not yet been settled produced "a great deal of undesirable conjecture and debate."[51] When Under Secretary Welles said the State Department was planning to recommend that the President send a message about the situation to the Prime Minister, the Ambassador asked that the message be delayed. He wanted consideration given to the British position as recently communicated to him. He promised to submit the British views the following day in a memorandum and Welles agreed to defer the message.[52]

The Ambassador's memorandum of February 26 discussed the lack of progress in the negotiations and attributed it to an alleged inflexibility of the instructions given to the President's Base Lease Commission.[53] According to this memorandum, Britain thought the purpose of the negotiations was to arrange for United States authorities to have "adequate powers to defend, control and operate their bases with the minimum disturbance to the existing British administrative and jurisdictional arrangements."[54] The British government wanted "fullest consideration" to

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50. Doc. 579: telegram, U.S. Embassy in London (BLC) to State Dept., No. 616, Feb. 18, 1941; and Conn, et al., Guarding the U.S., p. 370.
51. Foreign Relations, 1941, Vol. III, p. 69 (Memo of Conversation between Under Secretary of State Welles and the British Ambassador, Feb. 25, 1941).
52. Ibid.
53. Ibid., pp. 69-70 (British memorandum, Feb. 26, 1941).
54. Ibid., p. 70

be given to local interests and sentiments and opposed any disturbances of the status quo unless they were "really essential for the proper defence of the American bases."[55] In the British opinion, the Base Lease Commission's instructions prevented its taking into account the broad interests of local residents and forced it to "put forward demands for concessions or facilities which would not seem to be essential for the defence or control of the bases."[56] The note then cited the United States positions on jurisdiction and on shipping as instances in which the demands exceeded the realm of "essential" powers.

The United States replied to this British memorandum on March 1 in a note announcing a modification of the United States position on jurisdiction and denying in detail the allegations regarding the position on shipping. It was further contended that the delays were due not to the views or instructions of the Commission, but to the efforts of "local authorities to have provisions inserted which would circumscribe the rights considered . . . necessary and in accordance with the principles laid down in the exchange of notes of September 2, 1940."[57] The note concluded with a warning that certain British positions were antagonizing influential members of the Congress at the very time when the Administration was trying to assist Britain to the maximum extent.[58]

A few days after this exchange, the British Foreign Office suggested that certain base lease issues be discussed by the State Department and the British Embassy in Washington. This request was rejected summarily on the grounds that the United States had gone to considerable difficulty

55. Foreign Relations, 1941, Vol. III, p. 70.
56. Ibid.
57. Ibid., p. 74 (Note, Secretary of State to British Ambassador, Mar. 1, 1041).
58. The House and Senate Naval Affairs Committees were growing irritated over the prolonged discussion of customs, harbor and light dues at the same time that the Lend-Lease Bill was before the Congress.

to comply with Britain's preferences and send qualified personnel to London to act as the United States negotiators.[59] The United States refused to confuse the issues by discussing the same matters in two places. In reporting this incident to the new United States Ambassador in London, John G. Winant, the Secretary of State also said that a United States proposal to move all negotiations to Washington had been quickly declined. In Secretary Hull's opinion, the British were attempting to by-pass the Base Lease Commission, hopeful that the British Ambassador in Washington could get the United States to yield in its position.[60]

The proposal for a message from the President to the Prime Minister was still pending. Such a message had been drafted, but on March 7 the President decided not to send it until he had discussed the matter with the British Ambassador. The President explained to Lord Halifax that the intensity of Congressional interest and its concern over the slowness of negotiations made settlement of the base leases an urgent matter. Halifax agreed to relay this explanation to the British government himself, instead of having the President send it directly to the Prime Minister.[61]

It appears that these diplomatic maneuverings did some good. On March 9, the Base Lease Commission was able to report that pressure from

59. Foreign Relations, 1941, Vol. III, pp. 75-76 (telegram, State Dept. to U.S. Embassy in London (BLC), No. 712, Mar. 4, 1941).
60. Ibid., p. 76; also, interviews with Theodore Achilles, Apr. 6, 1966, and with J. D. Hickerson, Apr. 7, 1966. Mr. Hickerson pointed out that the complaint of inflexible instructions and proposals for parallel discussions are standard diplomatic tactics employed when the negotiations become difficult. Such an old trick was predictable in a diplomatically experienced nation such as Britain. The course was abandoned when the United States resisted it firmly.
61. Foreign Relations, 1941, Vol. III, pp. 76-77 (telegram, State Dept. to U.S. Embassy in London (BLC), No. 777, Mar. 8, 1941).

the Ambassador and the State Department had produced rapid progress in the negotiations.[62] While a few details remained to be worked out, the preliminary version of the final draft was completed on March 11 and the most difficult phase of the negotiations was completed.[63]

Before relating the concluding portion of the negotiations, the discussion and disposition of the various agenda points will be noted briefly. Detailed consideration will be reserved for the points about which the greatest controversy developed.

The first agenda item, the form of the lease agreement, was disposed of quite quickly. On January 25, the British Colonial Office proposed that a general agreement on administration and jurisdiction be prepared. It could then be incorporated by reference into eight specific leases containing the metes and bounds and special conditions applicable to each base.[64] This proposal was accepted by the United States.[65] On February 6, the British announced that constitutional arrangements made it preferable for the leases to be granted by the King acting through his appointed Governors, rather than directly by the government in London.[66] This was viewed as a minor technical problem and it was discussed again on the following day. At that time the negotiators decided to prepare a general agreement and attach, as an annex, sample leases for each of the base-site territories. Since each lease required the Governor's signature, the

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62. Foreign Relations, 1941, Vol. III, p. 79 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 915, Mar. 9, 1941).
63. Doc. 680: telegram, U.S. Embassy in London (BLC) to State Dept, No. 939, Mar. 11, 1941; and Conn, et al., Guarding the U.S., p. 374.
64. Foreign Relations, 1941, Vol. III, p. 65 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 294, Jan. 25, 1941).
65. Ibid., p. 67 (telegram, State Dept. to U.S. Embassy (BLC) in London, No. 303, Jan. 29, 1941).
66. Doc. 351: telegram, U.S. Embassy in London (BLC) to State Dept., No. 458, Feb. 6, 1941.

actual leases would have to be prepared and executed in the colonies. It was therefore provided in the general agreement that "these leases should be executed under seal with all convenient speed after the conclusion of the [general] agreement."[67]

Agreement was reached on the second agenda item at the first negotiating meeting. Britain wanted unused areas to revert to British control, while the United States said that reversion could only occur by a formal act of abandonment. The United States position was accepted with the proviso that "reasonable notice of intention to abandon" would be given.[68] This point was incorporated into the non-user and abandonment articles of the final agreement.[69]

The site boundaries underwent numerous changes during the negotiations. As a result, they were excluded from the basic agreement and placed in the sample leases. Most of them underwent further changes as detailed surveys were completed and as plans for the size and missions of the various bases changed.

The elements of the fourth agenda item were deferred at the negotiator's first meeting. There is no record of their specific consideration at a later date, but most of them were lumped into a broad provision covering the general rights of the United States. Radio stations and hydrographic surveys, however, were treated in separate articles in the final agreement.[70]

The fifth, sixth and seventh items on the agenda, all pertaining to criminal and civil juridiction, were referred to a special jurisdiction

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67. Doc. 1495: Report of the BLC. The wording was modified slightly and inserted in the preamble of the lease agreement. See p. 207 below.
68. Foreign Relations, 1941, Vol. III, p. 66 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 330, Jan. 25, 1941.
69. See p. 208 below, Article III; p. 212 , Article XXI; and p. 211, Article XV.
70. See p. 207 below, Article I; p. 209, Article X; and p. 211, Article XV.

subcommittee at the first negotiating session. Although no record of that subcommittee's deliberations has been located, the British and United States positions can be inferred from other sources.[71] The United States desired exclusive jurisdiction over: (a) all civil and criminal offenses committed within the leased areas; (b) disciplinary offenses committed by United States personnel outside the leased areas; and (c) all offenses against the security of the bases or against other United States interests, even if committed outside the leased areas. Britain was not prepared to grant such sweeping jurisdiction.[72] Britain claimed that the United States was demanding a broader range of jurisdiction than was "essential to the proper defence of the bases."[73] In response, the United States instructed its negotiators to claim jurisdiction over British subjects only when they had committed, within a leased area, an offense affecting the safety or security of the leased area.[74] As a further concession, the United States agreed that whenever it exercised jurisdiction over a British subject, the trial would be held by a United States court sitting in the leased area. This was intended to eliminate colonial fears that local citizens might be tried in the continental United States, a point which was sufficiently delicate to prevent the passage of the colonial legislation necessary to complete the base leases. Had that occurred, the British government would have been forced to obtain an Act of Parliament overriding the colonial legislature. If it had been necessary to resort to such extreme measures, the bases

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71. Particularly the draft leases, the British note of Dec. 2, 1940, (Doc. 433 cited above, p. 159, note 26) and the British memorandum of Feb. 26, 1941 (published in Foreign Relations, 1941, Vol. III, pp. 70-71).
72. See pp. 159-160 above for British proposal.
73. Foreign Relations, 1941, Vol. III, p. 71 (British memorandum of Feb. 26, 1941).
74. Ibid., pp. 72-73 (Note, State Dept. to British Embassy, Mar. 1, 1941).

would certainly have been a source of irritation, ill-will and constant difficulty.

The last aspect of the criminal jurisdiction question was resolved later, when the United States agreed to let the local authorities exercise jurisdiction over United States personnel for all but certain security offenses committed outside the leased area.[75]

The question of civil administration within the leased areas also posed a difficult problem. This category embraced many of the agenda points presented by the British, including among other items, immigration; financial, import and export controls; and quarantine rules. The United States wanted to exercise exclusive control over these affairs in the leased areas, but it did not want to assume any responsibility for the "civil administration or defense" of the leased areas or their adjacent territories.[76] On February 5, the Base Lease Commission reported tentative agreement on a draft clause covering civil administration. It said:

> The government and authorities of the United States shall not be required to assume any responsibility for the administration within the leased areas of the laws of the territory or otherwise for the civil administration of such areas; but except in those cases where it does assume such responsibility, it agrees to permit freely this responsibility to be administered by local authorities.[77]

On the very next day, however, the Commission reported that this clause faced opposition within the British delegation. The opponents thought the United States position was very nearly a derogation

75. Doc. 1495: Report of the BLC; also see p. 208 below, Article IV.
76. Foreign Relations, 1941, Vol. III, p. 68 (telegram, State Dept. to U.S. Embassy in London (BLC), No. 303, Jan. 29, 1941, quoting a clause common to all draft leases).
77. Doc. 529: telegram, U.S. Embassy in London (BLC) to State Dept., No. 443, Feb. 5, 1941.

of British sovereignty and they therefore found it unacceptable. They wanted to make local laws applicable unless otherwise specified or unless they conflicted with other rights granted by the lease.[78] This problem was referred to State, Justice and Navy Department legal experts who suggested that a new clause on civil administration be offered. This clause would say that the United States was not responsible for administration of the leased areas, but in any case where the United States did not occupy or use all or part of a leased area, the local authorities could administer it while it was unused.[79] This would allow the United States to maintain its claim to complete control of the leased areas, and by permitting local authorities to administer unused areas, it avoided accepting responsibility for administration. This compromise arrangement was accepted and served as additional basis for the Non-User clause and the untitled Article XXIX of the final agreement.[80]

Certain specific points within the area of civil administration received closer attention and more detailed discussion. Agenda item number eight (immigration and shipping) and its sub-paragraphs received such scrutiny. At the initial meeting of the negotiators, Newfoundland asked that local immigration laws be applicable to the leased areas, a position completely opposite to the United States contention that local laws were inoperative in the leased area during the life of the lease. Newfoundland suggested, alternatively, that immigration control be established between the leased area and the local territory. Bermuda wanted to decide

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78. Doc. 351: telegram, U.S. Embassy in London (BLC) to State Dept., No. 458, Feb. 6, 1941.
79. Doc. 529: memo, Division of European Affairs to Mr. Hackworth, Judge Townsend and Admiral Woodson [Navy Judge Advocate General], of Feb. 6, 1941; and reply of Feb. 7, 1941.
80. Doc. 538: telegrams, U.S. Embassy in London (BLC) to State Dept., No. 478, Feb. 7, 1941; and State Dept. to U.S. Embassy in London (BLC), No. 421, Feb. 1, 1941. Also see p. 208 below, Article III, and pp. 213-214, Article XXIX.

who would be responsible for laborers brought into the colony by private contractors engaged in base construction. The United States wanted personnel attached to the bases or engaged in their construction to be excluded from all immigration laws and agreed to accept responsibility for maintaining control over all such persons, official and private. This position was accepted.[81]

The United States agreed to accept or establish quarantine regulations as strict as those prevailing in the local territory and the matter was not subjected to further discussion nor was it specifically included in the lease agreement.[82]

Rapid agreement was also reached on the question of navigational aids which might be established by the United States in the leased areas. They would conform to the local standards and marking system; they would be located at positions acceptable to local authorities; and their presence, location and characteristics would be promulgated to all interested local residents.[83]

Two points concerning shipping in the leased area were the subject of prolonged discussion: the status of United States public vessels, including their liability for payment of harbor, light and pilotage dues; and the status of the leased areas under United States laws governing coastwise navigation. The status of public vessels was a very serious question for most of the colonies because it was a pocket-book issue: its disposition would have a significant effect on local revenues. Having

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81. Foreign Relations, 1941, Vol. III, p. 66 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 330, Jan. 28, 1941). Also see p. 210 below, Article XIII.
82. Foreign Relations, 1941, Vol. III, p. 66 (same telegram cited above) and Doc. 1495: Report of the BLC.
83. Foreign Relations, 1941, Vol. III, p. 66 (same telegram cited above) and Doc. 351: telegram, U.S. Embassy in London (BLC) to State Dept., No. 458, Feb. 6, 1941. Also see pp. 209-210 below, Article XI.

been deferred at the first negotiating session, the question was discussed in a subcommittee which on February 7 presented a draft putting United States public vessels in the same category as ships of the Royal Navy. They would be required to accept and pay for pilotage when local regulations made it compulsory, and except for "public vessels owned and operated by the United States for the Navy and War Departments," they would be required to pay light and harbor dues.[84] The United States opposed this draft provision in an extensive rebuttal forwarded to the Base Lease Commission on February 11. The United States did not want public vessels subjected to compulsory pilotage requirements; it wanted to leave the option of taking a pilot to the commanding officer or master of each individual vessel. Whenever a pilot was used, his services would be paid for at the normal rates.

The United States also opposed payment of light dues by its public vessels. Observing that it was not customary for any United States public vessels to pay dues for passage of certain lights in the Bahamas, the United States argued that full exemption of public vessels would neither decrease existing revenues from light dues nor increase the cost of operating the lights. In addition, the United States expected to establish navigational aids and lights in the leased areas and such aids would be available for use by British vessels at no cost. The argument against payment of harbor dues by ships "owned and operated by the United States bound to and from the leased areas" was much the same.[85] The presence of the ships involved no loss of current revenues nor increase in costs, so it was argued that public vessels should be exempted. It was also noted

84. Doc. 539: telegram, U.S. Embassy in London (BLC) to State Dept., No. 479, Feb. 7, 1941.
85. Doc. 479: telegram, State Dept. to U.S. Embassy in London (BLC), No. 447, Feb. 11, 1941.

that British vessels were not required to pay dues for the use of improvements in United States harbors.

In its February 26 memorandum concerning the delay of negotiations, Britain reasserted its position that the public vessels ought to be in the same status as ships of the Royal Navy. The United States demand for complete exemption was cited as an example of the alleged inflexibility of the Base Lease Commission's instructions.[86] In the same memorandum, Britain renewed its question about whether or not the leased areas would be considered American ports under United States navigation laws. This issue had been deferred pending further instruction and the British claimed the question had never been resolved.[87] The question of whether or not harbor facilities within the leased areas would be available to British and other shipping also remained unanswered.

The United States reply on March 1 addressed all of these issues. With respect to the status of public vessels, the United States pointed out that whereas British vessels used the ports in question infrequently, the United States vessels would be using them constantly, both entering and leaving on supply and construction voyages and on operations and maneuvers. If the United States vessels were required to pay dues on the same basis as ships of the Royal Navy, they "might be paying large sums of money into the local treasury for the use of a leased base which under the agreement [of September 2, 1940] they would have a perfect

86. Foreign Relations, 1941, Vol. III, p. 71 (British Memo of Feb. 26, 1941). Also see p. 171 above.
87. Foreign Relations, 1941, Vol. III, p. 71 (Memorandum of Feb. 26, 1941); also see Ibid., p. 66 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 330, Jan. 28, 1941) and p. 68 (telegram, State Dept. to U.S. Embassy in London (BLC) No. 303, Jan. 29, 1941) where the State Department replied with a tentative decision that the bases and leased areas would not be considered U.S. ports for the purpose of the navigation laws.

right to use without charge."[88] The United States also pointed to another essential difference between payment of fees by Royal Navy ships and by United States ships: payment by British vessels was merely a matter of intra-Empire accounting, while payment by United States ships would involve more complicated international procedures. Finally, after reminding the British that their ships would benefit without charge from harbor improvements paid for by the United States, the United States noted that it was only requesting total exemption for vessels of the Army, Navy, Coast Guard, and Coast and Geodetic Survey. The large number of non-public vessels which would be employed in the process of constructing and supplying the bases would be required to pay all dues normally assessed against commercial vessels. This would produce a considerable increase in local revenues.

With respect to the navigation laws, the United States said the leased areas would not be considered United States ports; therefore, cabotage provisions would not prevent British vessels from carrying cargo to them from other United States ports. The United States pointed out, however, the continuing effectiveness of the laws which requires material to be used by the Army and Navy to be shipped in vessels of United States registry whenever possible. The United States also agreed that harbor facilities within the leased areas would be available to British and other shipping on an equal basis with United States commercial shipping.[89]

88. Foreign Relations, 1941, Vol. III, p. 73 (Note, State Dept. to British Embassy in Washington, Mar. 1, 1941).
89. The President would have excluded British vessels from the leased areas and adjacent waters on the grounds they were military reservations. He was willing to permit them access under a system of licenses, revocable at will or for cause by the United States. Foreign Relations, 1941, Vol. III, p. 77 (telegram, State Dept. to U.S. Embassy in London (BLC), No. 777, Mar. 8, 1941).

In the final agreement, the United States position on these issues was accepted.[90]

In the discussion of harbor, light and pilot dues and the next subsequent agenda item, customs duties, the United States negotiators received surreptitious support and assistance from an unexpected source - the Royal Navy. During negotiations on these subjects, the Royal Navy representatives made little effort to substantiate or support the British position, a position which had actually been established by the colonial governments for the benefit of their local treasuries. Outside the conference room the Royal Navy encouraged the Base Lease Commission to persist in its demands for total exemptions. The Royal Navy's motives were simple: it had been trying to get similar exemptions from the colonial governments for many years; if the United States obtained the desired privileges, the Royal Navy was confident it could get similar benefits soon afterward.[91]

Customs duties, as the largest source of revenues in most of the base-site territories, were the subject of long and arduous debate. The United States wanted the greatest possible exemptions, relying heavily on the "free from all rent and charges" phrase in the original agreement.[92] The colonies sought to limit the exemptions as much as possible, mainly to protect their financial situation.

At the first negotiating session, the question of customs duties was deferred, but the Base Lease Commission reported that it expected the

90. See pp. 210-211 below, Article XI.
91. Interview with Theodore Achilles, April 6, 1966.
92. U. S., Congress, House of Representatives, Acquiring Certain Naval and Air Bases in Exchange for Certain Over-Age Destroyers, 76th Cong., 3d sess., House Document No. 943, p. 2.

subject to be troublesome.[93] Bermuda, Newfoundland and Jamaica had expressed opposition to the duty-free entry of articles intended for general use because control of their use and ownership would be difficult and because it would establish a privileged class within the community. The chairman of the negotiating session had suggested that duty-free entry be granted only to material intended for official use, not to personal goods. Bermuda had also objected to duty-free entry for the household goods of personnel stationed at the bases.

The subject was discussed in subcommittees and informally, with the United States adamant in its support of the proposal contained in the draft leases. Under those provisions, the United States would have received "The privilege of importing free from all dues, . . . or assessments of any nature" all kinds of material "consigned to or destined for any activity of the United States . . . its military, naval or civil personnel and their families, [or] contractors and their families" provided such material would not be transferred to other local interests.[94] Britain was reluctant to yield. On January 31, the Base Lease Commission forwarded to the State Department a British proposal that only building materials for original construction and government stores that were not for resale be admitted duty-free.[95] The British negotiators pointed out that personal baggage was admitted free at all colonies, although several colonies placed a limit on the value of household goods which could enter duty-free.[96] It was suggested that these regulations should apply to

93. Foreign Relations, 1941, Vol. III, p. 67 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 330, Jan. 28, 1941).
94. Paragraph "1", modified draft lease for Bermuda; Navy Department Archives.
95. Doc. 510: telegram, U.S. Embassy in London (BLC) to State Dept., No. 384, Jan. 31, 1941.
96. Specifically, Antigua, British Guiana, Jamaica, St. Lucia, and Trinidad.

United States personnel. British objection to the exemption of other goods, especially tobacco and liquor, was based on an assertion that duty-free entry would give United States personnel privileges that were not even extended to British officials. On this point, the Base Lease Commission noted that although British officials posted to the colonies did not receive such liberal customs exemptions, they were paid a special compensatory allowance instead. The British objection would be valid only if United States personnel received a similar allowance.[97]

On February 6, the Commission reported that the United States position on customs was one of several matters that had been referred to higher British authority.[98] Nevertheless, discussion of minor details and specific exemptions continued throughout February. The major points of controversy were the classes of personnel to whom exemptions would be granted (contractors, military and consular personnel, dependents) and the types of property to be exempted (household goods, consumables, liquor and tobacco). Exemption from various taxes, such as those on stamps, checks and tickets, was also discussed. By late February, the Base Lease Commission had obtained exemption for nearly all the desired goods except retail merchandise for ships' stores, post exchanges and commissaries.[99] When the customs issue was finally passed to the Cabinet level for decision, Britain yielded to the United States, but on one condition: the United States had to promise to maintain strict control over duty-free retail merchandise.[100] The British concession was so complete that the

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97. Doc. 510: telegram, U.S. Embassy in London (BLC) to State Dept., No. 384, Jan. 31, 1941.
98. Doc. 351: telegram, U.S. Embassy in London (BLC) to State Dept., No. 458, Feb. 6, 1941.
99. Doc. 1495: Report of the BLC; Conn, et al., Guarding the U.S., pp. 372-373.
100. Foreign Relations, 1941, Vol. III, p. 81 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 942, Mar. 12, 1941). In his discussions with Lord Halifax on March 7, President Roosevelt had

Base Lease Commission decided it would not be wise to risk upsetting the situation by requesting an exemption for the personal automobiles of persons stationed at the bases.[101]

Even after a final draft of the lease agreement had been prepared on March 11, the customs article was discussed and revised. On March 12, the United States asked that it be liberalized with respect to duty-free entry for the personal and household goods of military personnel assigned to the leased areas.[102] Additional exemptions were requested on March 13; on March 14, the Base Lease Commission reported that the customs article was being rewritten.[103] A new draft was offered on March 17 and approved on March 18, but there was another small revision on March 19.[104] As finally written, the customs clause fulfilled the original United States demands for broad, general exemptions.[105]

The next items on the agenda, wartime import and export controls, exchange controls, and currency, were settled expeditiously after being

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100. (continued) said with respect to customs exemptions that the United States should make "a solemn undertaking" that violations of the privilege "would be severely punished and put and end to." Foreign Relations, 1941, Vol. III, p. 77 (telegram, State Dept. to U.S. Embassy in London (BLC), No. 777, Mar. 8, 1941).

101. Foreign Relations, 1941, Vol. III, p. 81 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 942, Mar. 12, 1941). Perhaps the Base Lease Commission was invoking Prime Minister Churchill's advice: "When you have got a thing where you want it it is a good thing to leave it where it is." (Speech to House of Commons, Sept. 5, 1941, describing the Destroyers-Bases exchange. Their Finest Hour, p. 368.)

102. Doc. 680: telegram, State Dept. to U.S. Embassy in London (BLC), No. 829, Mar. 12, 1941.

103. Doc. 680: telegram, State Dept. to U.S. Embassy in London (BLC), No. 854, Mar. 13, 1941; and Doc. 695: telegram, U.S. Embassy in London (BLC) to State Dept., No. 1002, Mar. 14, 1941.

104. Doc. 709: telegrams, U.S. Embassy in London (BLC) to State Dept., No. 1042, Mar. 17, 1941, and State Dept. to U.S. Embassy in London (BLC), No. 911, Mar. 18, 1941; also Doc. 726: telegrams, U.S. Embassy in London (BLC) to State Dept., No. 1077, Mar. 19, 1941, and State Dept. to U.S. Embassy in London (BLC), No. 922, Mar. 19, 1941.

105. See pp. 210-211 below, Article XIV.

referred to a technical subcommittee. The colonial representatives soon suggested that the subjects be omitted, but the Base Lease Commission believed a written understanding was necessary. The Commission recommended a provision to exempt official personnel from the financial, import and export regulations and to require base commanders to prevent abuses. The State Department advised the Commission that the United States considered the grant of exclusive rights, power and authority to provide sufficient exemption. The relevant regulations could have no effect within the leased area unless they were specifically mentioned as an exception to the exclusive grant of powers.[106] The subject was therefore dropped and it was not mentioned in the lease agreement.

The next three items on the agenda were also disposed of quickly. On January 29 there was tentative agreement that private businesses would be prohibited within the leased areas and that naval and military medical officers would not engage in local practice, with exceptions to both prohibitions allowable if the local government consented.[107] The United States approved this agreement on the condition that post exchanges, ships' stores and service clubs were not considered businesses, an interpretation justified by the fact that the clientele of these institutions was restricted to service personnel.[108] This condition was accepted and the final agreement was drafted accordingly.[109]

The questions of employing local labor and using British and local goods in the construction of the bases were settled before the conference

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106. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941; and Doc. 509: telegram, U.S. Embassy in London (BLC) to State Dept., No. 360, Jan. 30, 1941, and State Dept. reply, No. 330, Jan. 31, 1941.
107. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941.
108. Doc. 491: telegram, State Dept. to U.S. Embassy in London (BLC), No. 319, Jan. 30, 1941.
109. See p. 211 below, Article XVIII.

began. The Greenslade Board had expressed support for such employment and use.[110] When these items appeared on the agenda, the State Department said there was no need to include them in the lease.[111] The Base Lease Commission replied that Bermuda and Newfoundland wanted to include them to satisfy local political pressures, but on February 6 they agreed to delete them.[112]

Postal and telegraph matters and the related sub-topics (postal facilities, radio, cable and telephone facilities, and censorship during wartime) proved difficult. The second sub-topic was settled first. The negotiators agreed that there should be no commercial radio or cable stations established within the leased areas, but the coordination of military radio systems was deferred for discussion with defense problems.[113]

The censorship question was complicated by the inherent difference of viewpoints between a nation which is at war and one which is not. There was never any suggestion that official mail ought to be censored; only the censorship of personal mail was discussed. At first, and largely at the instigation of the Bermuda representatives, the British Chairman suggested that when one nation was at war and the other was not, the interests of the warring nation (i.e., favoring censorship) should prevail. The issue was supposedly deferred for discussion with defense problems, but the Commission soon reported tentative agreement on a draft authorizing the belligerent's authorities to censor the non-belligerent's unofficial

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110. See p. 144 above.
111. Foreign Relations, 1941, Vol. III, p. 68 (telegram, State Dept. to U.S. Embassy in London (BLC), No. 303, Jan. 29, 1941).
112. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941; and Doc. 351: telegram, U.S. Embassy in London (BLC) to State Dept., No. 458, Feb. 6, 1941.
113. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941; also see p. 211 below, Article XV.

mail.[114] The State Department clarified the United States position on February 5. Censorship of official mail by either Britain or the United States was rejected. It was suggested that outgoing mail from the leased area should only be censored by United States personnel, and that censorship should occur before the mail entered the postal system. Incoming mail which had originated in the United States would not be censored, but the United States was willing to make available for examination by British authorities any incoming mail which originated in a foreign state. This proposal was made with the understanding that Britain would reciprocate with a similar system in the event the roles of belligerent and non-belligerent were ever reversed.[115] The matter was referred to higher British authorities who decided, with the concurrence of the United States and the Base Lease Commission, that censorship would be excluded from the lease agreement and made the subject of a separate exchange of notes.[116] The text of such an exchange, based on the United States proposal above, was approved on March 24.[117]

The question of postal systems, which would appear to be a minor issue, generated vigorous debate because some of the British negotiators considered the postal system a symbol of sovereignty. At the second plenary session, the chairman of the British delegation objected to the establishment of United States Post Offices because, he said, it implied

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114. Doc. 500: telegram, U. S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941; and Doc. 510: telegram, U.S. Embassy in London (BLC) to State Dept., No. 384, Jan. 31, 1941.
115. Doc. 510: telegram, State Dept. to U.S. Embassy in London (BLC), No. 373, Feb. 5, 1941.
116. Doc. 351: telegram, U.S. Embassy in London (BLC) to State Dept., No. 458, Feb. 6, 1941.
117. Doc. 777: telegrams, U.S. Embassy in London (BLC) to State Dept., No. 1154, and State Dept. to U.S. Embassy in London (BLC), No. 996, both of Mar. 24, 1941. Also see p. 215 below.

United States sovereignty.[118] The State Department replied on January 30: "We see no implications of sovereignty in this."[119] On the next day the Base Lease Commission reported that colonial officials were deeply concerned about the post office issue. They thought the presence of United States post offices and the use of United States postage stamps in the leased areas would cause a loss of prestige for Britain. They also anticipated a competitive effect from differing postal rates between the United States and British systems. The Base Lease Commission persisted in demanding United States postage and post offices, at least for mail going directly to the United States on United States ships. When the Commission reported these facts, the State Department replied with one of the most direct and forceful statements of policy in the entire course of the negotiations:

> The United States postal authorities will establish and operate United States post offices in all of the leased areas, such operation to be under their complete control, with United States postage to be used on all mail posted therein. We regard the control of postal facilities in the leased areas as a matter of fundamental importance and essential to simple and efficient administration. No distinction (repeat no distinction) should be made between mail going direct to a United States post office in the United States, its possessions, or the leased areas on American vessels or vessels of foreign registry.[120]

The post office issue was another of the points referred to higher British authorities on February 6. The United States position was

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118. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941.
119. Doc. 491: telegram, State Dept. to U.S. Embassy in London (BLC), No. 319, Jan. 30, 1941.
120. Doc. 510: telegram, State Dept. to U.S. Embassy in London (BLC), No. 373, Feb. 5, 1941, in reply to Embassy telegram No. 334 of Jan. 31, 1941 (also filed in Doc. 510).

eventually accepted as the basis for the article placed in the final agreement; the only added condition was that use of the postal facilities would be limited to United States personnel (military, civilian and contractor) and to service within the United States postal system.[121]

At an early meeting of the negotiators it was decided that local traffic laws would not apply within the leased areas. The only remaining problems pertained to the payment of license fees for official and personal vehicles used outside the leased areas and the conflict with local laws in Bermuda and Trinidad which required vehicles to have right-hand drive. These were disposed of by exempting government-owned vehicles from licensing fees and by providing that standard United States vehicles would not be kept off local roads solely because their construction varied from that prescribed by local laws.[122]

When the reservation of certain rights was discussed on January 29, the British negotiators said Britain desired to reserve the rights to minerals and oil, treasure trove, and antiquities located inside the leased area. This reservation was subject to the understanding that the rights would not be exercised or transferred to third parties without the consent of the United States. Britain also suggested that local fishing and other industries be allowed to continue within the leased areas so long as they did not interfere with military operations.[123] The State Department approved these agreements, but pointed out that it could make no guarantees with respect to continuation of fishing and industries.[124]

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121. Doc. 351: telegram, U.S. Embassy in London (BLC) to State Dept., No. 458, Feb. 6, 1941; also see p. 211 below, Article XVI.
122. See p. 210 below, Article XII.
123. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941.
124. Doc. 491: telegram, State Dept. to U.S. Embassy in London (BLC), No. 319, Jan. 30, 1941.

On February 6, the Commission reported that a draft agreement including these points had been prepared, but the rights were reserved to the local government and inhabitants, rather than to the British government.[125]

The subject of expropriation of private property was deferred at the negotiation session on January 29. When the State Department forwarded its comments on the agenda to the Lease Commission, however, it said that a tentative formula had already been worked out in discussions in Washington.[126] The Commission was advised that this formula was being submitted to the Foreign Office by the British Embassy in Washington, and if it was accepted, the matter could be excluded from the lease agreement.

The compensation procedure called for the colonial governments to settle with the private owner on the amount of compensation due. This figure would be reported to the United States. If it was approved, British authorities would pay the private owners and the United States would reimburse Britain. In the event the colonial government could not reach agreement with the owners, or if the United States did not accept the sum on which they agreed, the case would go before a special tribunal, established under colonial laws, to determine the amount of compensation due. The decreed amount would then be paid to the owner by the British government with the United States reimbursing Britain. In the event the United States refused to accept the decreed sum as proper compensation, the case would be "settled under arrangements to be determined

125. Doc. 351: telegram, U.S. Embassy in London (BLC) to State Dept., No. 458, Feb. 6, 1941; also see p. 213 below, Article XXV.
126. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941; and Foreign Relations, 1941, Vol. III, p. 68 (telegram, State Dept. to U.S. Embassy in London (BLC), No. 303, Jan. 29, 1941).

and agreed to by both Governments."[127] This point was omitted from the lease agreement, but the discussion of compensation continued throughout the negotiating sessions. Toward the end of the meetings, the difficulties which had been encountered in implementing the agreed-upon procedures were discussed frequently in an effort to expedite the acquisition of title to the base sites.

At the second plenary meeting on January 29, it was decided to drop agenda item number 19 and exlude from the lease agreement any reference to treatment of colored population. No reasons for this move were recorded.[128] Consideration of the next agenda items, additional costs of administration due to the establishment of the bases and additional compensation to the base-site territories, never went beyond the initial negotiating sessions either. The latter subject was deferred on January 29, but it was never reconsidered. At the same session, the Bermuda representatives clarified the former point by explaining that it referred to costs such as those of additional sanitary facilities necessitated by the presence of the United States forces, the damages caused by gun-blast, and the added wear and tear on roads. The Base Lease Commission immediately pointed out that the local inhabitants and government would also benefit from the presence of the United States forces. There would be large quantities of money spent in the local economy and additional

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127. Doc. 495½: Memo of conversation between First Secretary of British Embassy in Washington and J. Hickerson, Assistant Chief of Division of European Affairs, State Dept., dated Jan. 32, 1941. This procedure was formalized by an exchange of notes between the British Embassy in Washington and the State Dept. on Feb. 10 and Feb. 14, 1941. (Edward H. Ross), "History of Antilles Department Real Estate: Part I - 99-year Lease Bases," pp. 74-76.

128. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941.

development of the territories' natural resources would occur. The Commission therefore refused to consider any such additional payments.[129] Both of these compensation claims were also contrary to the provisions of the original exchange of notes. They provided that the bases would be free of rents and charges except those required "to compensate the owners of private property for loss by expropriation or damage arising out of the establishment of the bases and facilities . . ."[130] The compensation requested in these two items was not due to the owners of private property nor was it the result of expropriation or damage incident to the establishment (as contrasted to the operation) of the bases. Neither issue was mentioned in the lease agreement.

Discussion of civil aviation was deferred at the January 29 negotiating session, but two days later the Base Lease Commission reported tentative agreement on a clause barring civil aviation from facilities in the leased areas except as authorized by mutual agreement with British and local authorities.[131] In the same report, however, the Commission requested additional instructions on the subject because Bermuda (which had no airfield) and Newfoundland were interested in the possibility of using the leased-area airfields for civilian aircraft in the future. After reconsidering the issue, the Commission decided it would be better to omit any mention of civil aviation than to exclude it from facilities within the leased areas. The State Department replied that the United States policy on commercial aviation at the leased bases had been adequately

129. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941.
130. Acquiring Certain Naval and Air Bases, House Document 943, p. 2; EAS 181. Emphasis added.
131. Doc. 510: telegram, U.S. Embassy in London (BLC) to State Dept., No. 384, Jan. 31, 1941.

expressed to the British government in a note on December 30, 1940, so there was no need to include it in the lease agreement.[132] On February 6, the same day this issue was referred to higher British authorities, the British Air Ministry asked for an assurance that commercial aircraft would not operate from the leased areas except in an emergency or when engaged in operations under direct government control. The ministry was especially desirous of receiving this assurance if the matter was excluded from the lease agreement.[133] The State Department repeated its preference for omitting the matter from the lease agreement and relying on the note of December 30, 1940, but eventually it yielded to Britain. A clause excluding commercial aviation except on the mutual consent of the United States and the United Kingdom was added to the shipping article of the lease agreement.[134]

The final item of the British agenda referred to the liability of contractors engaged in base development for payment of colonial income and professional taxes. At first, Newfoundland argued that exemption from income taxes would give the United States contractors an unfair advantage over local contractors in the competition for construction work. The Commission quickly pointed out that United States contractors would still be subject to United States income taxes at rates as high as or higher than those assessed in Newfoundland.[135] The general question of

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132. Doc. 510: telegram, State Dept. to U.S. Embassy in London (BLC), No. 373, Feb. 5, 1941; also see p. 113 above regarding the note of December 30, 1940.
133. Doc. 351: telegram, U.S. Embassy in London (BLC) to State Dept., No. 458, Feb. 6, 1941; and Doc. 352: telegram, U.S. Embassy in London (BLC) to State Dept., No. 459, Feb. 6, 1941.
134. Doc. 470: telegram, State Dept. to U.S. Embassy in London (BLC), No. 446, Feb. 11, 1941; also see pp. 210-211 below, Article XI.
135. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941.

taxation was deferred from official consideration but it was the subject of continuing informal discussions. The British admitted that the profits or a contract should be taxed at the place where the contract was made, but they declined to make such an agreement in writing.[136] Supported by the State Department, the Base Lease Commission held out for a general tax exemption, and the question was among those referred to the British Cabinet.[137] The record does not reveal much regarding further conversations about taxation except that on March 13, the State Department objected to taxation of contractors' materials. Such taxes would have been shifted to the United States government under cost-plus-fixed-fee construction contracts, and therefore would have violated the basic exchange of notes.[138] Being a pocket-book issue, the matter must have received intensive discussion before the broad exclusions contained in the lease agreement were accepted. Unfortunately, those discussions are not detailed in available sources.[139]

Of the five additional subjects placed on the agenda by the Base Lease Commission, only the first and last proved difficult to settle. The second item, assuring an official the right to legal assistance in suits based on acts done in the course of his duties, was discussed and deferred at the meeting of January 29. Later the same day, the State Department told the Commission it did not understand the purpose of the item. Asserting the international law doctrine of Act of State, the

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136. Doc. 510: telegram, U.S. Embassy in London (BLC) to State Dept., No. 384, Jan. 31, 1941.
137. Doc. 510: telegram, State Dept. to U.S. Embassy in London (BLC), No. 373, Feb. 5, 1941; and Doc. 351: telegram, U.S. Embassy in London (BLC) to State Dept., No. 458, Feb. 6, 1941.
138. Doc. 680: telegram, State Dept. to U.S. Embassy in London (BLC), No. 854, Mar. 13, 1941.
139. See p. 211 below, Article XVII.

State Department said "any matter involving action by an American official in his official capacity would be a matter between the two Governments and not one for the local tribunals."[140] When the Commission replied that it wanted a clause to cover situations such as a trespass suit against a surveyor working outside the leased area, the Department advised that the matter was non-essential and should be dropped.[141] Although no record of further discussion of this point is available, an article providing for a right of audience was included in the final agreement.[142]

The Commission's request for amplification of certain items on the British agenda was answered as each agenda item was considered in the course of the early negotiating sessions. The next additional item, pertaining to the right to conduct surveys outside the leased areas, was also approved at an early meeting. The approval was subject to the proviso that the results of such surveys would be made available to all interested persons.[143]

The final addenda item, which suggested that the United States should obtain possession of the leased areas as soon as the lease agreement was signed, was initially deferred due to the wide range of opinions on the point. Bermuda wanted to set a time limit within which possession would be granted, with the interim period used to resettle residents; Newfoundland thought possession should be arranged through consultation with local

140. Foreign Relations, 1941, Vol. III, p. 68 (telegram, State Dept. to U.S. Embassy in London (BLC), No. 303, Jan. 29, 1941).
141. Doc. 509: telegrams, U.S. Embassy in London (BLC) to State Dept., No. 360, Jan. 30, 1941; and State Dept. to U.S. Embassy in London (BLC), No. 330, Jan. 31, 1941.
142. See p. 209 below, Article VII.
143. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941; also see p. 209 below, Article X.

officials and that possession ought not be transferred until the United States actually needed the property.[144] In its initial reaction to the subject, the State Department thought it irrelevant since Britain had already agreed to grant immediate possession, even without signing leases.[145] The Commission replied that it intended to include a clause which would secure possession which had been promised but not yet fulfilled, so the State Department suggested that this clause be rephrased so that all rights granted in the lease, including possession if not already acquired, would become effective when the lease was signed.[146]

These questions were raised again when the negotiators decided on the format of the lease agreement.[147] There were two convenient procedures. The rights and powers and possession could be transferred to the United States when the lease agreement was signed, or the transfer could occur later, when the actual leases, modeled after those appended to the lease agreement, were signed. When this situation was reported, the State Department altered its position. The Base Lease Commission was advised to retain a possession clause which would make it clear that the United States acquired possession of the sites when the lease agreement was signed. The United States wanted to start construction whether or not the actual leases were signed.[148]

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144. Doc. 500: telegram, U.S. Embassy in London (BLC) to State Dept., No. 350, Jan. 29, 1941.
145. Foreign Relations, 1941, Vol. III, p. 68 (telegram, State Dept. to U. S. Embassy in London (BLC), No. 303, Jan. 29, 1941, referring to an unpublished British note of November 22, 1940).
146. Doc. 509: telegram, U.S. Embassy in London (BLC) to State Dept., No. 360, Jan. 30, 1941; and Doc. 509: telegram, State Dept. to U.S. Embassy in London (BLC), No. 330, Jan. 31, 1941.
147. Doc. 538: telegram, U.S. Embassy in London (BLC) to State Dept., No. 478, Feb. 7, 1941.
148. Doc. 538: telegram, State Dept. to U.S. Embassy in London (BLC), No. 421, Feb. 8, 1941.

The effective date of possession continued under discussion during the rest of the negotiating sessions. The result was a compromise clause: the transfer of possession and other rights acquired by the United States would not occur until the actual leases were signed, but "pending execution of such leases" the United States was authorized to exercise its rights "ad interim" and to receive immediate possession of the areas whose location had been ascertained.[149]

The remaining supplementary agenda item called for discussion of the provisions in the United States draft leases. This covered several separate topics of discussion. Simplest of these were the treatment of United States forces located outside the leased areas, the right to abandon the leased areas and to remove improvements, and the right to make supplementary leases. The most difficult points in the entire series of negotiations, however, were also in this group: the questions of defense and special rights during wartime.

The status of United States forces outside the leased areas was raised on February 1 by one of the Base Lease Commissioners, Colonel Harry Malony. After consultation with the War Department, an additional article was proposed for the lease agreement. Under this article United States forces operating under special arrangements with Britain, in or from any of the base-site territories, would have the same status and the same rights as forces actually stationed in the leased areas.[150]

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149. "Leased Naval and Air Bases," [Base Lease Agreement], Executive Agreement Series No. 235, p. 11; see pp. 212-213 below, Article XXIV.
150. Doc. 528: telegram, State Dept. to U.S. Embassy in London (BLC), No. 343, Feb. 1, 1941. According to Col. Stanley W. Dziuban, Military Relations Between the United States and Canada, 1939-1945, p. 96, the President wanted such an article included to enable United States forces to be based outside the Newfoundland leased areas at Newfoundland Airport.

The proposal received tentative approval on February 5 and was later incorporated in the final agreement.[151]

The draft lease articles pertaining to the use of public facilities, the absence of any United States obligation to develop the bases, and the right to enter local property for survey and sanitation work, to abandon the leased areas and to remove improvements to the leased area were also discussed early in February. In most cases the United States positions were accepted. The use of public facilities "under conditions no less favorable than those afforded to His Majesty's Government" was granted.[152] A clause relieving the United States of any obligation to develop the leased areas was approved when combined with the provision for civil administration of the unoccupied areas.[153] The right to enter local property was granted provided it was exercised in collaboration with local authorities; no consideration other than just compensation of private property owners would be required.[154] It was also agreed that the United States could abandon the leased areas if it gave Britain at least one year advance notice. Emphasis was placed on the fact that no abandonment could occur without such notice.[155] The negotiators further agreed that the

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151. Doc. 529: telegram, U.S. Embassy in London (BLC) to State Dept. No. 443, Feb. 5, 1941; and Doc. 538: telegram, U.S. Embassy in London (BLC) to State Dept., No. 478, Feb. 7, 1941. Also see pp. 211-212 below, Article XIX.
152. Doc. 529: telegram, U.S. Embassy in London (BLC) to State Dept., No. 443, Feb. 5, 1941. This draft was approved by the State Dept., in Doc. 529: telegram, State Dept. to U.S. Embassy in London (BLC), No. 462, Feb. 12, 1941. Also see p. 209 below, Article IX.
153. Doc. 538: telegrams, U.S. Embassy in London (BLC) to State Dept., No. 478, Feb. 7, 1941; and State Dept. to U.S. Embassy in London (BLC) No. 421, Feb. 8, 1941. Also see pp. 176-177 above and 208 below, Article III.
154. Doc. 529: telegrams, U.S. Embassy in London (BLC) to State Dept., No. 443, Feb. 5, 1941; and State Dept. to U.S. Embassy in London (BLC), No. 462, Feb. 12, 1941. See p. 212 below, Article XX.
155. Doc. 538: telegrams, U.S. Embassy in London (BLC) to State Dept., No. 478, Feb. 7, 1941; and State Dept. to U.S. Embassy in London (BLC), No. 421, Feb. 8, 1941. Also see p. 212 below, Article XXI.

United States had the right to remove from the leased areas any improvements it had erected, provided the removal was done during the period of the lease or within a "reasonable" time thereafter.[156]

The right to obtain additional areas by supplementary lease was also raised early in February. Tentative agreement was soon reached on a clause giving the United States the right to acquire additional areas "found necessary for the protection and use" of the bases with acquisition to occur by supplementary leases arrived at by "common agreement."[157] The British were hesitant on this point, however, chiefly due to colonial fears that the United States would be constantly demanding more territory. Eventually, a compromise proposal was accepted. Supplementary leases were authorized by common agreement, provided they were consistent with both the original exchange of notes and the base lease agreement.[158]

The subject which caused the most difficulty was the extent of United States rights, powers and authority inside and outside the leased areas, especially with respect to military operations and defenses. The United States draft leases contained clauses which would have assigned the United States, "exclusive rights, power, authority and control" within the bases and the "territorial waters and air spaces adjacent to or in the vicinity of" them and "the right, power and authority to assume military control and conduct military operations within" the colonies and their "surrounding

156. Doc. 538: telegrams cited above, note 155; also see p. 212 below, Article XXII.
157. Doc. 529: telegrams, U.S. Embassy in London (BLC) to State Dept., No. 443, Feb. 5, 1941; and State Dept. to U.S. Embassy in London (BLC) No. 462, Feb. 12, 1941, approving the tentative draft.
158. Foreign Relations, 1941, Vol. III, p. 82 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 942, Mar. 12, 1941); also see p. 213 below, Article XXVII.

waters and air space" as determined necessary by the United States.[159] Britain objected, claiming that these clauses were too sweeping and applicable to too indefinite an area, especially when the long-term nature of the lease was considered. While Britain admitted that the powers granted by such clauses might be proper for wartime, they were considered too extensive for peacetime. The British negotiators also showed a marked dislike for the implications of the word "control" as used in the drafts.[160] At an early negotiating session, the British representatives offered a compromise proposal in which the word "control" was omitted and the "rights, powers and authority" sections were replaced by a general provision resembling part of the notes exchanged on September 2, 1940. This draft, which was much more palatable to the colonies, contained two clauses; one assigned the normal rights and powers to the United States, the other provided for extraordinary powers which could only be exercised during wartime. The first clause said "the United States Government shall have all the rights, power and authority within the bases . . . and within . . . the territorial waters and air spaces adjacent to or in the vicinity of such bases which are necessary or appropriate for the access to and for the defense and control of such bases."[161] The United States, on its part, agreed not to exercise its powers "unreasonably or so as to interfere with the necessary rights of sea or air navigation to or from the ports or

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159. Modified Bermuda lease, items "e" and "f". Navy Department Archives. There is an unexplained lack of material bearing on these defense and military discussions in the State Department Archives.
160. Doc. 1495: Report of the BLC; Conn, et al., Guarding the U.S., p. 371.
161. Doc. 519: telegram, U.S. Embassy in London (BLC) to State Dept., No. 419, Feb. 3, 1941; Doc. 1495: Report of the BLC, indicates that this proposal was for a separate exchange of notes, not a part of the Base Lease Agreement. Aside from additional introductory wording in Doc. 1495, the phrasing is identical.

aerodromes in the colony." The British draft then said the rights and powers granted to the United States would "include, inter alia," the following: the right to construct, maintain, operate and control the bases; improve harbors; regulate communications; install defenses; and establish aids to navigation. The second clause of the British draft said that since defense of the leased areas and of the surrounding territory was a matter of mutual concern, common defense would be arranged by agreement between the parties. The colonial Governor, in his constitutional role as Commander-in-Chief of the local defense forces, was designated to act as the representative of the King in making such defense arrangements. When the United States was at war or in other times of emergency, however, the United States would have all the rights necessary to conduct military operations in the base-site territories and their adjacent waters and air space.[162]

The United States refused to accept the portion of this draft which assigned a controlling position in local defense to the colonial Governor. In its place the Commission proposed that mutual defense be arranged by "consultation between the governments concerned" whenever the occasion required.[163] After the United States rejected a British proposal for a staff consultation arrangement resembling the Canadian-American Permanent Joint Board on Defense, a tentative compromise agreement was reached. It was based on the British drafts, modified by the Base Lease Commission's consultation proposal and augmented by a statement that in the consultation provision the "governments concerned" were the United States and the

162. Doc. 529: telegram, U.S. Embassy in London (BLC) to State Dept., No. 443, Feb. 5, 1941; but Doc. 1495: Report of the BLC, does not mention this clause.
163. Conn, et al., Guarding the U.S., p. 371.

United Kingdom.[164] The negotiators were not able to reach final agreement on these points, however, so they were referred to higher authority early in March.

In late February and early March, as the talks were dragging into their fifth week, there was a strong injection of political influence into the negotiations. The new United States Ambassador to Britain was a personal friend of the President. When he was informed that a few issues, notably customs, jurisdiction, and defense, had not yet been resolved, he took the matter directly to the Prime Minister. At the same time, in Washington, the President told Lord Halifax that the base-lease delays could jeopardize the Lend-Lease bill then before Congress. As a result of these influences, the Prime Minister took an active role in settling the points still at issue.[165]

On March 8, the Prime Minister proposed a revision of the defense articles, which he considered the most important part of the agreement. He was willing to yield to the United States on all the other points. The Prime Minister first proposed to add to the preamble of the lease agreement a clause containing a pledge of cooperation. After discussing the wording with the Base Lease Commission, the Prime Minister inserted a sentence saying the agreement would "be fulfilled in a spirit of good neighborliness" between Britain and the United States, "and that details of its practical application" would "be arranged by friendly cooperation."[166]

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164. Conn, et al., Guarding the U.S., p. 371-372. The colonial Governor was not explicitly ruled out as a representative, but the Commission intended to prevent colonial officials from holding any controlling position.
165. Ibid., p. 373; also Foreign Relations, 1941, Vol. III, pp. 79-80 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 915, Mar. 9, 1941).
166. Conn, et al., Guarding the U.S., p. 374.

The Prime Minister considered this section to be extremely important. Reportedly, to him, "it represented the spirit of the entire transaction," without which the agreement would have been a "capitulation."[167]

The second part of the Prime Minister's proposal was a revision of the article on special military powers. He agreed that in times of war or emergency the United States should have whatever rights it required to conduct military operations, but he thought those rights should only be exercised with "full regard" to the pledge which he had inserted in the preamble.[168] The Prime Minister also wanted to assurecomplete coordination of defense programs between the bases and the colonies. He therefore said that the modified clause on military powers ought to recognize the need to cooperate in defense planning and to require "consultation in accordance with the spirit of the preamble" on questions of local defense.[169]

The Base Lease Commission rejected the Prime Minister's proposal because it thought the sentence requiring consultation was a limitation on the powers granted to the United States.[170] Ambassador Winant, with the concurrence of the Base Lease Commission, then suggested a two-paragraph compromise article to the State Department. The first paragraph said that any difficulties regarding defense would be settled in accordance with the spirit of the preamble; the second assigned almost unlimited rights to the United States during wartime.[171] If there was a direct response to

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167. Conn, et al., Guarding the U.S., p. 374; also Foreign Relations, 1941, Vol. III, pp. 80-81 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 942, Mar. 12, 1941).
168. Conn, et al., Guarding the U.S., p. 374; also Foreign Relations, 1941, Vol. III, p. 78 (telegram, U.S. Embassy in London (BLC) to State Dept., No. 908, Mar. 8, 1941).
169. Conn, et al., Guarding the U.S., p. 374; Foreign Relations, 1941, Vol. III, p. 78 (telegram cited above).
170. Foreign Relations, 1941, Vol. III, p. 78 (telegram cited above) and Conn, et al., Guarding the U.S., p. 374.
171. Foreign Relations, 1941, Vol. III, p. 79 (telegram cited above and telegram, U.S. Embassy in London (BLC) to State Dept., No. 915, Mar. 9, 1941).

this proposal, it is not available; however, the suggestion bears a strong resemblance to the final division and disposition of the issue.

Soon after Winant's proposal was submitted, the Lend-Lease bill was passed; on the day the President signed it, agreement was reached on the outstanding issues of the base lease negotiations. There is no direct evidence establishing a causal relationship between these two events, but it is probable that signing of the Lend-Lease Act induced Britain to make further concessions on the base lease agreement.[172]

When the negotiators and the Prime Minister met again on March 11, there seemed to be only one point bothering Mr. Churchill: the question of reciprocity with respect to the right to conduct military operations in wartime. The United States argued that the leased areas could not be defended properly from within; it was essential to have the right to conduct military operations in the surrounding territory during wartime. The United States denied that the opposite was true, and said it would be possible for Britain to defend the entire colony or territory without conducting operations in the small area leased to the United States. The United States thus opposed reciprocity and Britain favored it. The Prime Minister spent some time "ruminating aloud," analyzing the list of nations which could conceivably attack the base-site territories during the life of the lease.[173] In every case he could imagine, such an attack would constitute such a serious threat to the United States and its leased bases that the United States would be forced to enter the war. Because he could conceive of no case in which Britain would be obliged to defend the colonies without the active support of the United States, the Prime Minister

172. Conn, et al., Guarding the U.S., p. 374 clearly implies such a connection.
173. Interview with Charles Fahy, April 6, 1966.

directed his negotiators to yield to the United States position.[174] The result was the drafting of a simple clause giving the United States all rights necessary to conduct military operations during a war or emergency, but promising that any exercise of those rights would be in accordance with the preamble's pledge of cooperation.[175] All mention of joint defense or consultation was omitted and the desired reference to the preamble was included without sacrificing or limiting the United States freedom of action.

The following two weeks (March 12 - 26) were spent in completing the final draft of the base lease agreement. There were minor corrections to various articles and to the site descriptions in the model leases, and detailed comments from the State Department, Foreign Office and Colonial Office were incorporated into the agreement. On March 18, the Base Lease Commission was authorized to sign the agreement for the United States.[176] The text was submitted to the State Department on March 19 and the Department forwarded its final corrections on March 21.[177] The agreement was signed on March 27, 1941. At the same time, the United States and Britain exchanged notes regarding mail censorship and the status of Newfoundland, and they were joined by Canada in signing a protocol on Newfoundland defenses. The contents of these documents are included in the summary below.

In its final form, the Base Lease Agreement of March 27, 1941, was composed of a preamble, 30 articles, and 3 annexes, summarized as follows:

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174. Interview with Charles Fahy, April 6, 1966.
175. See pp. 207-208 below, Article II.
176. Foreign Relations, 1941, Vol. III, p. 83 (telegram, State Dept. to U.S. Embassy in London (BLC), No. 910, Mar. 18, 1941).
177. Doc. 732: telegrams, U.S. Embassy in London (BLC) to State Dept., No. 1085, Mar. 19, 1941; and State Dept. to U.S. Embassy in London (BLC), No. 961, Mar. 21, 1941.

Preamble - This agreement is made pursuant to and in effectuation of the notes exchanged on September 2, 1940. It is agreed that leases, substantially like those in Annex II, will be completed for each base as soon as possible. Finally, "it is desired that this agreement shall be fulfilled in a spirit of good neighborliness" between the United States and Brtiain; "details of its practical application shall be arranged by friendly cooperation."[178]

Article I - General Description of Rights. The United States will have, within the leased areas, all the rights, power and authority needed to establish, operate and defend the areas; "within the limits of territorial waters and air spaces adjacent to, or in the vicinity of, the leased areas" the United States will have all the rights needed "to provide access to and defense of the leased areas."[179] Those rights include, among others, the rights to construct, maintain, operate and control the bases; improve harbors; control movement of ships and aircraft; regulate and control communications; and install and use underwater and other defense systems. The United States agrees not to exercise its rights outside the leased area "unreasonably" or so as to unnecessarily impede the shipping, aricraft or communications of the territory; all rights will be exercised "in the spirit" of the final section of the preamble.[180] When the rights are exercised outside the leased areas, the United States will consult with the British government as necessary.

Article II - Special Emergency Powers. In time of emergency or when the United States is at war, it may exercise in the colonies and their

178. Executive Agreement Series, No. 235 (Base Lease Agreement), p. 1. This is the section referred to in Articles I and II, considered the heart of the agreement by Prime Minister Churchill.
179. Ibid., p. 1.
180. Ibid., p. 2.

adjacent waters and air space such rights as it considers necessary to military operations, but they will be exercised "with all possible regard to the spirit of . . . the preamble."[181]

Article III - Non-user. The United States has no obligation to develop, use or defend the leased areas, but in any unused area, the British government may, with the approval of the United States, act to maintain health, order and defense.

Article IV - Jurisdiction. The United States has the right to exercise jurisdiction over military and security offenses committed inside or outside the leased areas by persons other than British subjects, over such offenses by a British subject if committed within the area and he is apprehended therein, and over all other offenses committed inside the leased areas by persons other than British subjects. The United States may waive its right to exercise jurisdiction and transfer an offender to local authorities for trial. If a British subject who committed, within the leased area, a military or security offense, is apprehended outside the leased area, he will be tried by local courts if his act violated local laws; otherwise he will be surrendered to the United States which may then exercise its jurisdiction. In any case where the United States exercises jurisdiction over a British subject, the case shall be heard by a court sitting in the leased area. This article does not affect the jurisdiction of the United States over members of its armed forces with respect to matters of discipline and internal administration.

Article V - Security Legislation. The local government will enact laws required to protect the security of the leased areas.

Article VI - Arrest and Service of Process. No process will be served

181. Executive Agreement Series, No. 235 (Base Lease Agreement), p. 2.

in the leased area except with the permission of the officer commanding the area. If a request for permission to serve process is denied, however, the commanding officer must either exercise United States jurisdiction if authorized by Article IV, have the process served by a member of his command, or arrest and surrender the person involved to local authorities. The local authorities will reciprocate in cases where the United States desires to serve process in a case under its jurisdiction.

Article VII - Right of Audience for United States Counsel. In any civil or criminal case in local courts against a United States official which is based on that official's conduct in the course of his duties, government-appointed counsel who are members of the United States federal bar will have the right of audience.

Article VIII - Surrender of Offenders. Surrender of offenders to enable either the United States or local courts to exercise jurisdiction shall be arranged by special agreements between United States and local authorities at each base.

Article IX - Public Services. The United States will have the right to use public utilities and facilities owned or regulated by the local government "under conditions comparable to and no less favorable than" those applying to similar use by the British government.[182]

Article X - Surveys. The United States may conduct hydrographic and topographic surveys outside the leased areas but will report the results to the local government. The United States will be supplied copies of any surveys conducted by the British or local government.

Article XI - Shipping and Aviation. Aids to navigation installed by the United States will comply with the local navigation system and the

182. Executive Agreement Series, No. 235 (Base Lease Agreement), p. 5.

characteristics and location of the aids will be published locally. Public vessels are exempted from harbor and light dues and compulsory pilotage, but may request pilotage and pay for it at the standard rate. British commercial shipping will be permitted to use facilities of the leased areas on the same terms available to United States commercial shipping. The leased areas are not considered United States ports under the coastwise navigation laws and British ships are not therefore excluded from carrying cargo between the leased areas and United States ports. Commercial aviation will not be permitted to use the facilities established in the leased areas except for emergencies, or by mutual consent.

Article XII - Motor Traffic. Standard United States vehicles may operate on local roads even if they do not conform to local construction requirements. No license or other tax shall be charged for the use of United States government vehicles outside the leased areas.

Article XIII - Immigration. The local immigration laws shall not apply to persons posted to or employed in the leased areas, except that nationals of states at war with Britain shall be excluded. If the status of anyone in the leased area is changed so as to require his exclusion under the foregoing provision, the United States must notify the local government of that fact and remove the person from the leased area if requested to do so by local authorities.

Article XIV - Customs. No import or export duties or taxes will be charged on: (a) material for base construction, maintenance or operation, whether consigned to the United States government or to a contractor; (b) goods to be used or consumed aboard public vessels of the United States; (c) goods for resale in exchanges and other such institutions whose clientele is limited to United States civil and military personnel;

(d) personal and household effects of those stationed in the leased areas as military or civil personnel or contractor employees. This article applies to goods which enter the leased area directly or pass through local territory en route to or from the leased areas. The United States will take administrative action to prevent abuse of the privileges established by this article, cooperating with local authorities as necessary.

Article XV - Wireless and Cable. No radio or cable stations for non-military use will be established in the leased area unless consented to by the local government. Questions regarding power, frequency and control of electronic radiations "shall be settled by mutual arrangement."[183]

Article XVI - Postal Facilities. United States post offices may be established in the leased areas for use by authorized persons stationed therein, but only for domestic mail within the United States postal system.

Article XVII - Taxation. Persons stationed in the leased areas shall be liable for local income tax only on income derived from the local territory. They shall not be required to pay poll or other taxes for owning or using property located within the leased area or outside the local territory. Profits of construction or maintenance contracts for the bases shall not be subject to local taxes, nor will local licenses be required for the performance of such contract work.

Article XVIII - Businesses and Professions. Consent of the local authorities is required before any businesses other than exchanges and such limited clientele institutions may be established in the leased area. Professional services performed in the leased area shall be available only to the United States government and its personnel assigned to those areas.

Article XIX - Forces Outside Leased Areas. If United States forces

183. Executive Agreement Series, No. 235 (Base Lease Agreement), p. 8.

are stationed outside the leased areas under separate arrangements with Britain or the local government, their status, rights and privileges shall be the same as those of forces stationed in the leased areas, but no such agreement will obligate the United States to maintain forces outside the leased areas.

Article XX - Health Measures Outside Leased Areas. In collaboration with the local authorities, the United States shall have the right to exercise the same powers as the local and British governments with regard to entering private property near the leased areas for inspection and for acting to protect health and improve sanitary conditions, subject only to an obligation to provide just compensation to private owners.

Article XXI - Abandonment. The United States may abandon without obligation and at any time, all or part of the leased areas, but shall give Britain at least one year's notice of its intent to do so. No abandonment can occur except through the issue and expiration of notice.

Article XXII - Removal of Improvements. During the life of the lease and for a reasonable period thereafter, the United States may remove any improvements it caused to be placed in the leased areas.

Article XXIII - Rights Not to be Assigned. The United States agrees not to pass any part of the leased property or its powers therein to a third party.

Article XXIV - Possession. Leases similar to the samples in Annex II will be executed as soon as possible after this agreement is signed. All rightsunder this agreement and those leases (including possession of areas not already transferred) will be effective from the date of signing of those leases. Pending signature of the leases, however, the United States may exercise its powers ad interim and take immediate possession of the

areas whose location has been fully determined. Occupants of leased areas shall be given due notice to vacate and allowed time to relocate before eviction. These provisions shall not apply to the Bahamas until agreement has been reached on the location of the area to be leased.

Article XXV - Reservations. All rights to minerals, antiquities, and treasure trove in the leased areas are reserved to the local people and their government, but these rights shall not be assigned to third parties or exercised inside the leased areas except as agreed to by the United States. The United States will permit the local fishing industry to use the waters of the leased areas so long as such use does not interfere with military operations. The United States will strive to avoid injury to the local fisheries.

Article XXVI - Special Provisions for Individual Territories. The provisions listed in Annex III shall apply to the respective territories.

Article XXVII - Supplementary Leases. The United States has the right to acquire, by supplementary lease for the remaining life of the basic lease, additional areas needed for the use and protection of the bases. Such supplementary leases shall be entered into by mutual agreement, on terms similar to those in this agreement and acceptable to both parties.

Article XXVIII - Modification of This Agreement. The United States and Britain "agree to give sympathetic consideration" to any proposals made after "a reasonable time," looking to a review of this agreement "to determine whether modifications in the light of experience are necessary or desirable," with any modification being made by mutual consent.[184]

Article XXIX - (Untitled). The United States and the local governments

184. Executive Agreement Series, No. 235 (Base Lease Agreement), p. 12.

will cooperate to give full effect to the provisions of this agreement. During the life of the lease, local laws which would impair or prejudice any rights or power assigned to the United States by this lease, are inapplicable within the leased area unless agreed to by the United States.

Article XXX - Interpretation. (This article fixes the meaning of the terms Lease, Leased Areas, Base, Territory, United States Authorities and Forces, and British Subject.)

Annex I consisted of a copy of the notes exchanged on September 2, 1940. Annex II was composed of sample leases for each of the territories. Each lease was drafted to conform with the legal requirements of the territory, and each contained a schedule of metes and bounds of the areas to be leased as they were known on March 27, 1941.

Annex III was a list of the special provisions applicable to each base-site territory. The number of provisions for each territory and examples of such provisions are as follows:

Bermuda (5): in the application of Article I of the agreement, the United States may defend but not close the channel through Castle Roads to the high seas.

Jamaica (1): the United States may restore the old Royal Navy station at Port Royal, making its facilities available for joint use by the United States and British forces.

St. Lucia (1): the United States will maintain and keep open to traffic existing highways through the leased areas or construct substitute roads outside the leased areas.

Antigua (1): the owner of the High Point estate may continue lifetime occupation of the residential part of the estate which falls within the leased area.

Trinidad (8): The United States has the right to develop a water supply system in the watershed of the Aripo River. Also, it "will afford access" by road to the Macqueripe Bay bathing beach area for local officials and residents, "subject only to such restrictions as are demanded by military necessity and proper police control."[185]

British Guiana (2): the United States will not obstruct navigation by its use of the Demerara and Essequibo Rivers.

There were no special provisions for Newfoundland or for the Bahamas.

The first pair of notes which accompanied the Base Lease Agreement established an understanding on the subject of censorship. By this exchange, it was agreed that only the United States could censor mail within the United States postal system. Within the leased areas, when Britain was at war the United States would arrange for examination of non-official mail dispatched to and from leased areas.[186] Use of United States post offices would be limited to specified United States personnel, and the United States agreed to deliver to local authorities on request any mail which examination disclosed to have been placed in the system by unauthorized persons. Britain agreed to establish a similar arrangement to protect the security of the leased areas at any time when the United States was at war and Britain was neutral. Each country agreed to cooperate to prevent its mail system from being used to the detriment of the security of the other, and both agreed that official mail would never be examined.[187]

The second set of notes clarified the position of Newfoundland, whose

185. Executive Agreement Series, No. 235 (Base Lease Agreement), p. 39.
186. There is some doubt that the United States government had legal authority to examine the mails. The War Department justified it as "an administrative matter." Conn, et al., Guarding the U.S., p. 372.
187. Executive Agreement Series, No. 235 (Base Lease Agreement), pp. 41-43.

status as a self-governing dominion had been suspended in 1934. It was agreed that when Newfoundland returned to its earlier status, the phrase "Government of the United Kingdom" would be construed to mean the Government of Newfoundland whenever it was used in a provision of the Base Lease Agreement applicable to Newfoundland.[188]

The protocol on the defense of Newfoundland recognized that Newfoundland's defenses were an integral part of Canadian defenses, and that Canada had already accepted certain defense responsibilities in Newfoundland. It was therefore agreed that : (a) when the United States used its powers under the Base Lease Agreement in Newfoundland, Canadian interests would be respected; (b) nothing in the Base Lease Agreement would affect defense arrangements already established under the guidance of the Permanent Joint Board on Defense; and (c) the governments of Canada and Newfoundland would have the right to participate in all consultations concerning the defense of Newfoundland held under provisions of the Base Lease Agreement.

Several points about the contents of the Base Lease Agreement are worthy of note. The provisions for supplementary leases and for modification of the agreement were included to give the document sufficient flexibility to last through its 99-year life; there was little anticipation that supplementary leases would be required in the near future or that particular provisions would require changes.[189] Had these provisions been omitted, the multitude of unexpected changes in and supplements to the leased areas which were arranged during the course of the war would have been impossible and development of the bases would have been severely constricted.

188. Executive Agreement Series, No. 235 (Base Lease Agreement), pp. 40-41.
189. Interviews with Charles Fahy, April 6, 1966, and General Harry Malony, April 7, 1966. Theodore Achilles differed, saying that the agreement was tailored primarily to last through the war. Interview, April 6, 1966.

The jurisdiction article of the Base Lease Agreement was a notable innovation; it was the first step in the development of contemporary status-of-forces agreements. Contrary to historic precedents, the Base Lease Agreement of March 27, 1941, was "a lease of specific privileges as distinguished from a cession of territory in the disguise of a nominal lease."[190] It broke with tradition in allowing local authorities to exercise certain types of jurisdiction within the leased areas (especially if the areas were not actually occupied) and by not exempting United States personnel from all local laws and jurisdiction. The concept of concurrent jurisdiction by United States courts-martial and local courts was a distinct departure from the traditional pattern of total immunity based on the Schooner Exchange Case.[191]

In reporting that the Base Lease Agreement had been signed, Ambassador Winant summarized the significance of the agreement and the exhaustiveness of the negotiations as follows:

> The Base Lease Agreement has been signed. I think it contains everything we need to use these bases effectively.

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190. George Stambuk, American Military Forces Abroad: Their Impact on the Western State System (Columbus: Ohio State University Press, 1963), p. 29.

191. Ibid., p. 28, and Archibald Kind, "Jurisdiction Over Friendly Foreign Armed Forces," American Journal of International Law, October 1942, (Vol. 36), pp. 554-555. See also Schooner Exchange v. McFadden and Others, 7 Cranch 116-147 (1812). Mr. Charles Fahy, a member of the Base Lease Commission and now a Circuit Court Justice, agrees with this interpretation of the jurisdiction clause. He was quick to point out, however, that the United States would not have accepted a similar arrangement with any other nation in 1941. The innovational aspects of the jurisdiction clause were possible only because of the fundamental similarity of the United States and British judicial systems and concepts. If the agreement had been with any other state, Mr. Fahy is quite certain that full exemption from jurisdiction, as in the traditional "Schooner Exchange" situation, would have been demanded. Interview, April 6, 1966.

> The rights and powers it conveys are far-reaching, probably more far-reaching than any the British Government has ever given anyone over British territory before. They are not used to giving such concessions and on certain points they have fought every inch of the way. While they have intended all along to give us everything we really needed - they could do no less and had no desire to do less - it was a real struggle for them to break habits of 300 years.[192]

Looking to the future, the Ambassador continued with some words of advice. Referring to the spirit of mutual assistance which was embodied in the original exchange of notes, he said:

> It is important that the agreement be carried out in that spirit. The Colonies have been lightly touched by the war, their point of view is local and their way of life will be greatly changed by the bases. In the main the changes will benefit them but it may take them some time to find it out . . .
>
> The character of the men in command of the bases is of tremendous importance, especially in the beginning. If they are the right kind and ready to carry out our part of the agreement in a friendly and understanding spirit they can do much to inaugurate 99 years of good neighborliness.[193]

The success with which the Ambassador's injunction was carried out will be reflected in the following chapter where the history of the various bases is recounted.

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192. Foreign Relations, 1941, Vol. III, p. 84 (telegram, U.S. Embassy in London to State Dept., No. 1207, Mar. 27, 1941).
193. Ibid., pp. 84-85.

CHAPTER VII

History of the Leased Bases, 1940-1964

The mission of the bases acquired from Britain changed during the war in response to changes in the nature or magnitude of the threat confronting the United States. From the exchange of notes in September, 1940 until January, 1941, the bases were viewed as a defensive chain: they were a barrier against any westward spread of the European war. The base garrisons were planned to support the forces operating from the bases, to defend the bases themselves, and to deny any use of the base-sites to hostile powers. Their use as an embarkation point for offensive forces or as a base for offensive actions was strictly a secondary function.

By January, 1941, however, there was a growing belief that Britain would survive and that German forces would be contained on the continent of Europe. The bases were still envisioned as a defensive chain, but against a less imminent threat. In the early months of 1941 there were no plans to man the bases until the following July when a large part of the construction work, including most of the housing, would have been completed. The Army was reluctant to send forces to the bases because it was short of trained men and ammunition. Dispersal of available forces also would have hampered the training of the much larger forces which were expected to become necessary in the future.[1]

In late March, however, the Chief of Naval Operations thought it

1. Stetson Conn, Rose Engelman, and Byron Fairchild, Guarding the United States and Its Outposts, p. 386.

might be necessary to wage an undeclared war to keep the Atlantic sea lanes open, since German surface raiders and submarines had begun to take a significant toll in the battle of the North Atlantic. There was still a possibility that Britain would be defeated and that Germany would occupy Morocco and Dakar and use them as a base for operations in South America.[2] Admiral Stark discussed these potential developments with the President and the result was a decision to conduct convoy operations in the western Atlantic and to transfer several heavy ships from the Pacific fleet to the Atlantic fleet. The conditions which produced these decisions also led the President to fear for the safety of the newly-acquired Atlantic bases. He was particularly concerned for those most exposed and most valuable to the United States: Bermuda, Trinidad and Newfoundland.[3]

On April 7, 1941, the President directed the Secretary of War to reinforce the small garrison which had been sent to Newfoundland in January and to establish forces at Bermuda and Trinidad at once. The bases were not ready to receive operational forces, but Britain quickly agreed to the temporary stationing of forces outside the leased areas and the reinforcement and garrisoning was completed by mid-May.[4]

Development of the remaining bases generally followed the plans laid out by the Joint Planning Committee, with occupation occurring in the late summer of 1941. The role of the Newfoundland base was expanded in

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2. The War Reports of General of the Army George C. Marshall, Chief of Staff, General of the Army H. H. Arnold, Commanding General, Army Air Forces, Fleet Admiral Ernest J. King, Commander-in-Chief, United States Fleet and Chief of Naval Operations (Philadelphia: J. B. Lippincott Company, 1947), p. 71. Cited hereafter as War Reports.
3. Conn, et al., Guarding the U.S., pp. 387-388.
4. Ibid., pp. 388, 389.

late 1941 when it was decided to establish a naval operating base at Argentia, rather than just an air station.[5] In addition, the Air Corps Ferrying Command was established in June, 1941, and its North Atlantic ferry route crossed Newfoundland. The formal mission of the Newfoundland base complex was not changed thereby, but its actual tasks were expanded to include the protection of transport operations and the security of the ferry route.[6] The only other base to experience significant changes in its mission or role early in the war was the one at Jamaica. Plans for that base were scaled down considerably in late 1940 and early 1941 when it was concluded that the focus of warfare in the Caribbean would be along its eastern edge, making Jamaica too remote for its previously contemplated role of supply and troop-reserve center.[7]

Although plans for some of the bases had been revised, their primary roles as defensive establishments had not been changed. The Army garrisons were only large enough to defend the United States naval and air facilities, and the naval and air forces were only sufficient to conduct defensive operations intended to keep hostile forces out of the Caribbean and away from the east coast of the United States. The only orders authorizing combat or offensive operations (other than self-defense) had been issued on May 12, 1941. They authorized the forces to resist any attack or threat of attack against any of the base-site territories, using all the means available.[8] Even this was actually a defensive order because it required a determination that specific forces were hostile and were a

5. U.S., Navy Department, Building the Navy's Bases in World War II, Vol. II, p. 47.
6. Conn, et al., Guarding the U.S., p. 392.
7. Mark Skinner Watson, Chief of Staff: Prewar Plans and Preparations, p. 483.
8. Ibid., p. 383; Conn, et al., Guarding the U.S., p. 108.

threat to the area. The only new feature was that the authorization applied to hostile acts aimed at any part of the base-site colony, rather than just the leased areas. The United States thus assumed voluntarily a responsibility for local and colonial defense which it had steadfastly refused to accept as an obligation during the London negotiations. The situation with respect to defensive operations was resolved on September 11, 1941, by the President's "shoot on sight" order: in areas considered essential to United States defense, German or other Axis ships, submarines, or aircraft would be presumed to have hostile intentions and would be met with force.[9]

Shortly after the United States entered the war, the Army General Headquarters drew up basic strategic plans for the defense of the United States and the preparations for subsequent offensive operations.[10] In the Atlantic, the first phase of the strategic plan was to secure the continent's outward defenses on a line from Newfoundland to Bermuda to Brazil. In this phase, first priority was assigned to the reinforcement of Caribbean defenses and the establishment of troops at the southern extremity in Brazil. Second priority went to the reinforcement of Newfoundland and Bermuda (followed by Greenland and Iceland). While phase one of this strategy thus had a significant impact on plans for the bases in British possessions, phase two did not. The second phase was to consist of the formation, within the Continental United States, of a mobile reserve force which could be deployed to any point on the defense perimeter. Plans for

9. U.S., State Department Bulletin, September 13, 1941 (Vol. 5, No. 116), pp. 196-197; also see Richard W. Leopold, The Growth of American Foreign Policy (New York: Alfred A. Knopf, 1964), pp. 577-579 for a discussion of this order in the context of other war developments.
10. Stetson Conn and Byron Fairchild, The Framework of Hemisphere Defense, p. 160.

the third phase had only slight bearing on the bases. They envisaged the preparation of major combat forces for deployment in offensive warfare, hopefully outside the defense perimeter. In this phase of the war the bases in British possessions would function as way-stations for the movement and support of the overseas forces.

Plans for the bases were changed significantly early in 1942. The planned size of most of the bases was increased and the type of construction was changed. By this time most of the bases already had operational airfields, housing, hospitals and storage facilities which used temporary buildings, frame and sheet-metal structures which were adequate for existing garrisons, but which were not expected to have a very long period of usable life. Replacing these temporary facilities with permanent ones would have increased the strength of the bases very little, if at all, but it would have had several adverse effects. It would have used shipping for which there were other urgent demands, required the continued presence overseas of many civilians employed by contractors, and diverted human resources, material and equipment from other essential development projects. It was decided therefore in April, 1942, to defer all permanent construction unless the replacement of temporary facilities would materially enhance the immediate strength of the base.[11]

The impact of this decision differed at the various bases. St. Lucia, Antigua, British Guiana and the Bahamas had few permanent facilities planned. In Newfoundland, service facilities such as dependents' housing, theaters and clubs were cancelled or shifted to temporary structures, while additional gun batteries and secure storage buildings were constructed. In Bermuda,

11. Conn, et al., Guarding the U.S., p. 383.

there was little temporary construction because the local stone supply made the construction of semi-permanent and permanent structures as easy and cheap as temporary facilities. Belligerency and the decision to defer permanent construction affected Bermuda primarily by changing the order in which facilities were developed. Runways, hangars, and essential housing were built before recreation buildings were started.[12]

During 1943 the reversal of the tides of war became clear. The war in the Atlantic and in the European theater was not over, but it was being won by the Allies. The United States no longer faced such a serious threat on its eastward front. There was little chance that Britain would be defeated, and Germany had been thwarted in its African-South American ambitions. In such circumstances, the maintenance of large air and ground forces in the North Atlantic and the Caribbean was no longer justified. The United States began to cancel the further development of many bases and to withdraw garrisons for deployment to areas of greater threat.[13] In Newfoundland this took the form of a 50 per cent reduction in the size of the garrison. From a mid-June high of over 10,000 men, the United States garrison had been cut to about 5,000 by December 31, 1943.[14] Throughout the Caribbean, military strength was reduced as base functions were consolidated and outlying activities were closed or merged with adjacent facilities. A tentative ceiling of a 110,000 man Army garrison in the Caribbean had been set in October 1942, but the actual force exceeded that level by some 9,000 men at the end of that year. Thereafter, however, the size of the garrison declined. In April 1943, the Caribbean

12. Conn, et al., Guarding the U.S., p. 538.
13. War Reports, p. 71.
14. Col. Stanley W. Dziuban, Military Relations Between the United States and Canada, 1939-1945, p. 175.

was shifted from Category D defensive status (exposed to major attack) to Category B (only minor attacks likely, defenses relaxed considerably) and by the end of June the garrison had been reduced to 110,000 men.[15]

This reduction of strength in the Caribbean was delayed by two factors. The first was the resurgence of the Martinique problem in March 1943. Admiral Robert was suspected of preparing to violate his agreement to immobilize his French naval forces. The United States began to assemble a force to invade Martinique. This problem ended in June 1943 when Admiral Robert's forces were surrendered to the Free French, enabling the partially assembled invasion force to be broken up and redeployed.[16] The second factor slowing the reduction of the Caribbean garrison was the general replacement of "continental" troops by Puerto Ricans after January 1943, causing temporary double-manning in many areas. Nevertheless, by the end of 1943 the Caribbean garrison had been cut to 91,000 men.[17]

As the Allies came closer to victory in the Atlantic-European war, the decline of the bases continued. Smaller ones, such as the one in the Bahamas, were inactivated; larger bases, such as those at Trinidad and Newfoundland, assumed larger roles by absorbing the functions of near-by bases and by becoming supporting bases for operations in Europe. Following the end of hostilities in Europe, Newfoundland and Trinidad also served as major terminals and stopping points in the air transport of forces from the European theater to the United States.

Against this background of changing threats and changing missions,

15. Conn, et al., Guarding the U.S., p. 438.
16. Ibid., pp. 439-440.
17. Ibid., pp. 440-441.

the development of the bases and their wartime functions can be considered in slightly more specific terms. As has been noted, the United States experienced difficulty gaining access to some of the bases to conduct surveys and start construction.[18] Whereas construction had actually been started in Newfoundland in the last week of 1940, it was January 1941 before the Navy received permission to enter and start work at the other sites.[19] The situation in Bermuda was especially difficult. In addition to the local government's demonstration of its power to obstruct base development by refusing access, the local residents were still dissatisfied with the size and nature of the projected bases at the northeast end of the island. Although the British government approved the United States proposal to establish a permanent naval air station on Morgan's and Tucker's Islands on January 4, the adamant opposition of the Bermudians caused Britain to retreat a bit. On January 21, Britain advised the United States that its approval of the Bermuda sites was only an agreement "in principle" and that it was urging the Governor and Assembly in Bermuda to accept the proposals.[20] Bermuda yielded only after having won its case for a greater local participation in the further base negotiations.

Aside from the Bahamas, where the site selection was not completed until June, 1941, work began at all the base sites in January 1941. In most cases, however, this work was started under informal or temporary agreements because the disputes over customs, taxes, wage rates, and

18. See pp. 150-153 above.
19. U.S. Navy, Building the Navy's Bases, Vol. II, pp. 22-23.
20. Foreign Relations, 1941, Vol. III, p. 60 (telegram, State Dept. to U.S. Embassy in London, No. 175, Jan. 17, 1941) and p. 62 (telegram, U.S. Embassy in London to State Dept., No. 225, Jan. 21, 1941).

other leasing details had yet to be resolved.[21]

The size and location of the base sites underwent many changes during the course of base development. The nature and extent of the changes varied, but there were three general reasons for changing the sites. The first was the discovery by the teams conducting detailed surveys that several of the sites selected by the Greenslade Board were unsuited for their intended use. It was found that the proposed seaplane base in British Guiana was on a malaria-infested tract subjected to semi-annual flooding of serious proportions.[22] At Trinidad, the survey revealed that the site selected for an auxiliary airfield near Longdenville was in the middle of the take-off zone for the Royal Air Force training field at Edinburgh.[23] The most drastic changes were made at Jamaica. Aside from the uncertainty regarding the strategic role which would or could be assigned to the Jamaican base, the surveys revealed serious problems at the sites selected by the Greenslade Board. The proposed main base site east of Galleon Harbor was found to be infested by mosquitos and malaria, subject to frequent flooding (up to seven feet deep at the main airfield site), and impaired by a serious sanitation hazard: it was bisected by the Salt River, into which was dumped the sewage from Spanish Town and its adjoining leper colony.[24] As a result of these conditions, it was decided to interchange the proposed main and auxiliary base sites. This required changes in the size of both sites. With the main base moved out of an area which the

21. U.S. Navy, Building the Navy's Bases, Vol. II, p. 22.
22. Memorandum in "British Guiana, General Matters, Correspondence, etc." file, Navy Department Archives.
23. (Edward H. Ross) "History of Antilles Department Real Estate: Part I-99-Year Lease Bases," p. 55. Cited hereafter as "Antilles Dept. Real Estate - Part I."
24. Ibid., pp. 23-24.

Greenslade Board apparently suspected of being malarial, there was no longer any need to carry out the board's recommendation that most of the base's garrison be quartered in a healthier area outside the main base. The site proposed for a hospital and recreation area was found to be inaccessible, so it was changed from its original area north of Mandeville to a better and cheaper site in Glassonby, ten miles south of Mandeville.[25] About all that remained of the areas recommended by the Greenslade Board were the naval air station, the fleet anchorage and Portland Ridge.

The second main reason for changing the proposed base sites was the need for additional areas to hold added facilities. It was necessary to acquire such additional areas after it was decided to establish Air Warning Stations and a radio range near almost every base. In Newfoundland, an additional airfield site in the southwest part of the island near Stephenville was acquired to service short-range aircraft moving across the Atlantic.[26]

The third reason for site changes was an inability to decide which site was best. In the case of St. Lucia, there was some doubt that weather and water conditions at Gros Islet Bay were suitable for seaplane use. A seaplane tender and six planes were assigned to the area on a trial basis, and the final decision to establish the St. Lucia Air Station at Gros Islet Bay was not made until their experience had confirmed the suitability of the site.[27] The most serious case of uncertainty regarding

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25. "Antilles Dept. Real Estate - Part I," p. 33.
26. "U.S. Army Bases, Newfoundland: Ft. Pepperrell, Ft. McAndrew, Harmon Field, Auxiliary Installations," (an unpublished historical monograph prepared by North Atlantic Division, [Army Service Forces, Corps of Engineers] : New York, January, 1946), p. IX-2; filed at the Office of the Chief of Military History, Department of the Army. Cited hereafter as "Army Bases, Newfoundland."
27. "Report of Operating Conditions at Gros Islet Bay, St. Lucia," from Commander, Destroyer Squadron Two to Chief of Naval Operations, November 18, 1940. Navy Department Archives.

the best location occurred in the selection of the Bahamas site. Abraham Bay in Mayaguana had been tentatively selected as the site for an air station, with an army airfield proposed for an undetermined location on the same island. In December, 1940, however, the President personally directed that any plans for Mayaguana be suspended.[28] The President had inspected the site during a cruise and found that Abraham Bay offfered inadequate protection from the weather. A survey by the Coast and Geodetic Survey Ship Hydrographer confirmed the President's opinion and the existence of all the other disadvantageous features which had been reported by the Marine Corps engineers in October 1940.[29] In February 1941, the Navy Hydrographic Office recommended that a tender and some seaplanes be sent to Mayaguana on a trial basis before a final decision was made; but in June 1941, the plans for Mayaguana were abandoned and Great Exuma was recommended as the Bahamas site. This was approved by the President in August and lease negotiations and construction began soon afterward.[30]

In addition to the sites obtained under the 99-year leases, the United States also acquired rights to many other areas under short-term leases. These leases were, in most cases, either for a fixed period of years (four, five and seven year leases were common) or for the duration of the war plus six months. In British Guiana a short term lease was executed for a stone quarry 75 miles up the Demarara River from the Army

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28. Doc. 331 4/6: message, President to State Dept., Dec. 12, 1940.
29. Memorandum from Navy Hydrographic Office to Rear Admiral Greenslade, Feb. 28, 1941, forwarding excerpts of Mayaguana survey report. Navy Department Archives. Also see pp. 135-136 above.
30. "The Guantanamo Sector, Caribbean Sea Frontier and the U.S. Naval Operating Base, Guantanamo Bay, Cuba," volume II of "U.S. Navy, Caribbean Sea Frontier Caribbean Commands," (an unpublished series in the Navy Department Administrative History collection, Navy Department Library), pp. 317, 321. Cited hereafter as "Navy Admin. History, C.S.F. vol. II."

base at Hyde Park. The United States obtained most of its construction material (gravel, crushed stone and cut blocks) for the British Guiana bases under this lease.[31] Short term leases were also used to acquire sites needed for tactical reasons. At Bermuda, existing seaplane facilities on Darrell Island were leased to permit operations to begin while the Bermuda Naval Air Station was being constructed.[32] In Trinidad, short term leases were used to acquire sites for the base headquarters in Port of Spain, a motor pool, the United States Engineers office, and a section of waterfront which was later filled and developed into additional wharfage space.[33] Short term leases were also used to acquire service facilities. In Newfoundland such leases covered Military Police headquarters, the first troop cantonment and construction areas ashore, and the berthing space for the steamer Edmund B. Alexander while it served as a floating barracks.[34]

The actual leases for the areas acquired for 99-years were executed, for the most part, in April, May and June 1941. The leases were drawn up following the patterns contained in Annex II to the Base Lease Agreement of March 27, 1941. In some cases the final metes and bounds were included, but in others they were left for insertion at a later date. In several cases, signing of the leases was delayed due to site changes, disputes over compensation, and a reluctance to grant easements. In other cases, such as British Guiana, Newfoundland and Trinidad, supplementary leases were also executed and the entire lease was later redrawn to incorporate the modifications.[35]

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31. "Antilles Dept. Real Estate - Part I," p. 68.
32. U.S. Navy, Building the Navy's Bases, Vol. II, p. 31.
33. "Antilles Dept. Real Estate - Part I," p. 58.
34. "Army Bases, Newfoundland," p. IX-4. See p. 263 below.
35. Ibid., pp. IX-2 and IX-3; "Antilles Dept. Real Estate - Part I," pp. 71-72; U.S. Navy, Building the Navy's Bases, Vol. II, pp. 23, 29.

In at least one case - Jamaica - no lease was signed until after the war.[36] Failure to sign a lease was due to the constant changing of United States plans for the Jamaican bases, Jamaican objections to certain United States proposals and the confused status of landholdings in several areas. Fortunately, difficulties with respect to formal leases were not allowed to interfere with the practical application of the Base Lease Agreement in Jamaica or elsewhere. Construction and use of the bases proceeded just as if a formal lease had been signed.

The organization and management of the construction effort differed slightly between the naval bases and the army bases and airfields. Pursuant to a request by the Army War Plans Division, the Chief of Staff assigned overall supervision of the Army construction program to that division in order to prevent duplication of effort and to expedite work.[37] Under the War Plans Division, construction was managed by the Corps of Engineers. Initially, construction of the Army bases was accomplished by local labor under the direct supervision of local Engineer offices at the base sites. Most of the work accomplished in this fashion was ground clearance and the erection of temporary quarters for contractor personnel. Later, contracts were placed with civilian construction companies which

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36. "Antilles Dept. Real Estate - Part I," pp. 66-68 indicates that no lease had been signed by July 1946 but that agreement had been reached and signing was anticipated before the end of 1946. This situation is confirmed by "Construction of Individual Bases," volume II of "Construction and Real Estate Activities in the Caribbean Defense Command" (an unpublished manuscript history series prepared by the Historical Section, Caribbean Defense Command, 1946), p. 237; filed at the Office of the Chief of Military History, Department of the Army. (Cited hereafter as "Construction and Real Estate, Caribbean.") I have found no evidence to indicate whether or not the lease was ever signed. The bases were closed soon after the war and the areas subsequently fell under the provisions of the Defense Areas agreement with The West Indies. See pp. 305 and 308 below.
37. Conn, et al., Guarding the U.S., p. 359.

then assumed responsibility for all construction work.[38]

The Navy assigned responsibility for supervising construction to the Bureau of Yards and Docks. This bureau did not supervise any preliminary construction. Civilian contractors did all the work.[39] The other major difference in the Navy's construction program occurred in the final phases of construction. By then the Seabees (Construction Battalions) had been organized and they performed much of the later work at the naval bases.[40]

When the results of the surveys which had been conducted in late 1940 and early 1941 were compiled, they were used to produce firm plans for the bases. Both the Army and the Navy negotiated construction contracts as soon as these plans were completed. Because the sites were extremely remote and building conditions were uncertain, construction was accomplished under "cost-plus-fixed-fee" contracts. The government thus absorbed most of the contractor's risk, making the contracts more attractive to prospective builders. The contracts were placed by negotiation, not by competitive bidding. Contracts for the construction of all but the Jamaica base had been placed by the end of February 1941.[41] The contract for Jamaica was signed in May 1941, but relations between the government and the contractor, poor from the start, grew intolerable. The contract was terminated on grounds of waste and inefficiency in May 1942 and construction was completed by another contractor.[42]

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38. Conn, et al., Guarding the U.S., p. 378; "Army Bases, Newfoundland," pp. IV-1, IV-2; "Construction and Real Estate, Caribbean," pp. 262-267, 280.
39. U.S. Navy, Building the Navy's Bases, Vol. II, pp. 32, 47, 53.
40. Ibid., Vol. II, pp. 33, 49, 55.
41. "Construction and Real Estate, Caribbean," pp. 178, 263, 280; U.S. Navy, Building the Navy's Bases, Vol. II, p. 34. Navy construction at Argentia had begun in December 1940 as a supplementary item on the contract for the construction of the Naval Air Station, Quonset Point, Rhode Island. Building the Navy's Bases, Vol. II, p. 47.
42. "Construction and Real Estate, Caribbean," pp. 238-239.

Construction continued on a contract basis until most of the work had been completed. In some cases, the contractors actually completed all the work and left the area before the contracts ended.[43] In other cases, the deferral of permanent construction had reduced the remaining work. Between March (Newfoundland Army Bases) and October 1943 (Trinidad) the construction contracts were terminated for the convenience of the government.[44] All remaining work was accomplished by the base public works or engineer departments at the Army bases and by Seabees at the Navy bases.

In the initial stages of construction, two projects had a definite priority, housing and airfields. At almost every base, the first order of work was the erection of temporary housing for construction workers. Once the contractor and his employees arrived, their first tasks included the building of quarters so that troop garrisons could move in. On an equal priority with housing was the construction of airfields so that flight operations could start as soon as possible. Early commencement of flight operations was desired because long and short range surveillance was a function assigned to every base and an essential component of the defense system. Opening of the airfields also made rapid communications and reinforcement possible. Two techniques were used to make airfields operational at an early date.[45] The first, employed at the outlying or supporting airfields in St. Lucia, Antigua and British Guiana, consisted

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43. The Army work at St. Lucia was completed on November 15, 1942. "Construction and Real Estate, Caribbean," p. 280. At Antigua, the Army work was completed and the contractor departed on November 1, 1942. Ibid., p. 274. The Naval Air Station, Antigua, was completed in June 1942. U.S. Navy, Building the Navy's Bases, Vol. II, p. 35.
44. "Construction and Real Estate, Caribbean," pp. 179, 239, 262; Dziuban, Military Relations Between the U.S. and Canada, p. 168.
45. Conn, et al., Guarding the U.S., pp. 379 ff.

of a temporary runway made with easily laid asphalt materials. The permanent runways were built adjacent to this temporary strip, which then became an apron, taxi-way or parking area. The second technique was used at Bermuda where space was scarce. Short permanent runways were built first, and as the shallow waters of Castle Harbour were filled by dredging, the runways were gradually extended to their full length. Newfoundland did not have such a pressing airfield problem. Newfoundland Airport at Gander, one of the world's largest airports, was available for use if needed. Pursuant to a recommendation of the Permanent Joint Board on Defense, the United States also arranged to use Canadian aircraft facilities at Gander.[46]

The size of the base which the Army developed at each site was determined mainly by the magnitude of the threat to the base area and the extent to which the peacetime garrison could be expanded in an emergency.[47] The principal threat to the bases was thought to be a raid by submarines, small groups of aircraft, or fast surface ships. At each base, the United States, British and local air and ground garrison had to be strong enough to defend the base, the naval anchorage and the adjacent area against such attacks. The inadequacy of local defense forces in most colonies meant that United States forces had to supplement them to ensure adquate general defense and the maintenance of internal communications. Since performance of these tasks was required in addition to the essential on-base or inside-the-leased-area defense activities, there was a pressure to increase the planned United States garrisons. This was offset by taking advantage of the other determinant of base size, the capacity to expand.

46. Dziuban, Military Relations Between the U.S. and Canada, pp. 171-172.
47. Conn, et al., Guarding the U.S., pp. 364-365.

All the bases were planned for manning by a peacetime cadre force using permanent facilities. Temporary facilities to handle an emergency garrison several times the size of the peacetime force were planned. Each base would therefore be manned by a minimum staff which could be greatly enlarged on very short notice whenever the situation required it.

The naval bases were planned on the assumption that Newfoundland, Bermuda, Trinidad, and, to a lesser extent, Jamaica, would be bases for fleet operations. The others would serve as auxiliary stations from which general scouting and surveillance operations could be conducted.

Developing the bases was a costly process. In September 1940, the War Plans Division estimated that the Army's bases would cost $200 million, a figure which included a contingency fund for unexpected costs. Although plans for Jamaica were drastically reduced and Trinidad's planned ground garrison was cut back, the total estimated cost had risen to over $260 million by December 27, 1941, and that included no contingency fund. The final cost of the Army's bases has been set at $242.5 million, but this figure is not easily compared to the earlier estimates because much of the non-essential or permanent construction included in the estimated figure was deferred or cancelled after the United States entered the war.[48] The final cost is that of temporary construction, whereas the estimates had contemplated permanent facilities. Unfortunately, there are no equivalent data available on the estimated and final costs of the naval bases.

The costliness of the bases can be attributed to three principal factors. A considerable quantity of construction materials and supplies

48. Conn, et al., Guarding the U.S., pp. 376-378.

was lost to submarine activities in the Caribbean. The contractors were forced to pay very high wages, frequently 125 per cent of the United States wage rate plus board and certain other expenses, to induce personnel to work at the bases under less-than-ideal conditions. Finally, the contractors had to use overtime work at higher pay rates in order to finish the projects on schedule after materials had arrived late and weather had disrupted work schedules.

The bases and garrisons and their anticipated and actual costs are summarized as follows:

Newfoundland. The Army's initial plan called for a 3,500 man garrison at Fort Pepperrell, outside St. John's; 2,000 men at Fort McAndrew, adjacent to the Navy base at Argentia; and a 250 man detachment at Harmon Field, an emergency installation near Stephenville. The cost was estimated at $28 million.[49] The Air Corps planned to station a composite air group of about 3,000 men at Gander Lake (Newfoundland Airport), a pursuit squadron at the Argentia Naval Air Station, and airways (support) detachments at St. John's Airport and Harmon Field.[50]

In early 1942 these plans were expanded. Fort Pepperrell was to be increased to handle 5,500 troops, Fort McAndrew was expanded to a capacity of 7,500, and Harmon Field was raised to the status of a permanent landing field with a garrison of 2,800 men.[51] Harmon Field underwent further expansion in 1944 when it was being used by the Air Transport Command. The

49. Dziuban, Military Relations Between the U.S. and Canada, p. 168; "Army Bases, Newfoundland," p. II-1.
50. Wesley Frank Craven and James Lea Cate, eds., The Army Air Forces in World War II, Volume I: Plans and Early Operations, January 1939 to August 1942 (Chicago: University of Chicago Press, 1948), p. 156.
51. Dziuban, Military Relations Between the U.S. and Canada, p. 168. "Army Bases, Newfoundland," p. II-1 lists the revised capacity of Ft. Pepperrell as 8,500 men.

final cost of the Army's Newfoundland bases (as of 1946) was $62,470,513.[52]

The Navy's initial plans included a site on the Argentia peninsula for operating one squadron of patrol aircraft with both seaplane and landing field facilities.[53] This plan was soon expanded to include an air station for one squadron of amphibious aircraft, space for one large or two small seaplane tenders, and additional equipment and facilities to handle two more amphibious squadrons and a carrier air group.[54] The President suggested that still greater capacity be developed at once.[55] In early 1942 it was decided to expand Argentia into a naval operating base with capacity to support major surface and submarine forces. Ultimately, Argentia became a major base for convoy and convoy escort vessels. The final cost of the naval complex at Argentia has been calculated as $44,912,927.[56]

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52. "Army Bases, Newfoundland," p. V-4; Conn, et al., Guarding the U.S., p. 378. Dziuban, Military Relations Between the U.S. and Canada, p. 168, places the costs at $60,313,200.
53. Letter, Under Secretary of the Navy (Forrestal) to the Secretary of State, Dec. 7, 1940, listing the Navy's requirements for initial development of bases. Navy Department Archives. Cited hereafter as Letter to Secretary of State, Dec. 7, 1940.
54. Memorandum, Chief of Naval Operations to Chief, Bureau of Yards and Docks and others, Jan. 5, 1941, outlining tentative program for the development of bases acquired from Britain. Navy Department Archives. Cited hereafter as CNO memo, Jan. 5, 1941.
55. Memorandum for the Secretary of the Navy and the Chief of Naval Operations, from the President. Undated, but filed with CNO memorandum cited above. A comparison of the contents of these two memoranda reveals that some of the President's comments are the same as those made in the CNO memorandum which was addressed only to CNO's subordinates, not to the President or the Secretary of the Navy. There is thus a possibility that this Presidential memorandum was prepared before Jan. 5, 1941, and refers to some earlier Secretary of the Navy - Chief of Naval Operations lists of tentative base plans. This does not alter the fact that the President wanted more rapid development than the Navy proposed on Jan. 5, 1941.
56. U.S. Navy, Building the Navy's Bases, Vol. II, p. iii.

Bermuda. The initial studies of the Joint Planning Committee produced a recommendation that Bermuda be manned by a reinforced infantry division and a composite air wing.[57] Because the Air Corps did not have enough tactical units to assign such a wing to Bermuda, the authorized peacetime air garrison was soon reduced to a group headquarters and one heavy bombardment squadron.[58] In the April 1941 rush to develop the Bermuda site more quickly, the planned installation of heavy coast artillery, bombers and infantry troops was expanded. Implementation of this plan was thwarted by the unreadiness of the Bermuda airfield and the lack of housing at the leased sites, although the latter problem was soon eased by leasing the vacant Castle Harbour Hotel, two miles across the harbor from the base site.[59] The forces at Bermuda were thus expanded, but more slowly than planned. The initial estimated cost of the Army installation at Bermuda was $20.3 million.[60] With several expansions of the airfield and the consequent increase in dredging operations, the final costs approximated $40.6 million.[61]

In August 1940 the Joint Planning Committee had proposed a naval facility for six squadrons of patrol planes and one carrier air group at

57. Watson, Chief of Staff, pp. 478, 492.
58. Ibid., p. 482; Craven and Cate, Army A.F. in W.W. II, Vol. I, p. 162.
59. Conn, et al., Guarding the U.S., p. 388.
60. "Historical Monograph: Bermuda," (an unpublished manuscript prepared by North Atlantic Division [Army Service Forces, Corps of Engineers]: New York, December 1945), p. III-2. (Cited hereafter as "Army Bases, Bermuda.") This estimate, prepared by the Assistant Chief of Staff on September 18, 1940 was increased to $23,689,100 plus the cost of acquiring private property by the Chief of Engineers on September 25. Ibid., and Watson, Chief of Staff, p. 479.
61. Conn, et al., Guarding the U.S., p. 378. A more recent estimate which probably includes the cost of postwar construction places the cost of Kindley Field at $42 million, of which $9 million is attributed to the cost of dredging. J. Wreford Watson, John Oliver, and Miss C.H. Foggo, A Geography of Bermuda (London: Collins, 1965), p. 123.

Bermuda.[62] The Navy's own plans were for a somewhat smaller installation. In deciding to move the air station site from Castle Harbor to the Great Sound and Morgan's and Tucker's Islands, the Navy scaled its plans down to an air station to support one squadron of patrol seaplanes.[63] In January 1941, the Navy planned to build an air station for one operating squadron of patrol seaplanes and full facilities for two additional squadrons and two small seaplane tenders. The Army was to be asked to provide temporary quarters and intermittent support for a carrier air group at its landing field. Future plans for Bermuda included the assignment of an additional squadron of seaplanes and improvement of the approaches and anchorages to permit support of aircraft carriers and light naval forces.[64]

The Bermuda Naval Air Station was eventually expanded and designated a Naval Operating Base. This was due in large part to the insistent pressure exerted by its first commander, Capt. Jules James, USN. He thought Bermuda could and should be a major operating base for surface ships and submarines as well as aircraft.[65] When established, the Naval Operating Base was augmented by a fuel depot, a supply depot, a submarine base and an

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62. Joint Planning Committee report to the Secretary of War and the Secretary of the Navy, "Base Sites and Facilities suitable for United States Army and Navy Bases in certain British Possessions in the Western Hemsiphere," August 28, 1940; Watson, Chief of Staff, p. 482.
63. Letter to Secretary of State, Dec. 7, 1940; messages from Chief of Naval Operations to Commander Biesemeier (member of the Base Lease Commission) at London, Feb. 1 and 16, 1941; filed in "Bermuda: Correspondence, Memoranda" file, Navy Department Archives.
64. CNO memo, Jan. 5, 1941.
65. "Commandant, N. O. B. Bermuda," volume V of "Administrative History of the U.S. Atlantic Fleet in World War II" (an unpublished series in the Navy Department Administrative History collection, Navy Department Library), p. 18. (Cited hereafter as "Navy Admin. History, Atlantic Fleet, Vol. V.") Also see Ernest J. King and Walter Muir Whitehill, Fleet Admiral King (New York: W.W. Norton and Company, 1952), p. 340.

anti-air training center.[66] Estimates of cost for the Bermuda naval complex are not available, but the actual cost (as of 1946) has been set at $34.9 million.[67]

Bahamas. The Army's plans for the Bahamas were never very clear. The Joint Planning Committee and the Greenslade Board had recommended the establishment of an airfield and base with the capacity to support a reinforced infantry battalion and a composite air group which could be deployed to the area if and when needed.[68]

The rejection of Mayaguana as the Bahamas site was due in part to the fact that the island had no area which could be easily developed into an airfield. By the time Great Exuma was selected as the site for the Bahamas Naval Air Station, the Army had abandoned its plans for a base in the Bahamas.[69] The Army planned to establish Air Warning Stations in the Bahamas in late 1941, but this too was abandoned when the Navy erected a series of such stations in the same region.[70] In 1944 the Army Air Transport Command established a radio station and an air-sea rescue center at Great Exuma as tenant activities at the Naval Air Station. Although the

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66. U.S. Navy, Building the Navy's Bases, Vol. II, p. 31.
67. Ibid., p. iii.
68. JPC report of August 28, 1940; Greenslade Board Report - Bahamas; Watson, Chief of Staff, pp. 478, 484.
69. The rejection of Mayaguana and subsequent selection of Great Exuma is detailed in the following documents: letter from the Joint Planning Committee to the Joint Board, April 27, 1941; letter from the Chief of Naval Operations to Commandant, Tenth Naval District, May 27, 1941; memorandum from the President to the Secretaries of the War and Navy Departments, May 23, 1941; and letter from Commander, Destroyer Squadron 27 to Chief of Naval Operations, March 10, 1941, with enclosed survey reports and endorsements; all of which are filed in Navy Department Archives. Also see "The Relation of the Bahama Islands to the Caribbean Theater in World War II," (an unpublished manuscript history prepared by the Historical Section, Caribbean Defense Command, undated), p. 14, filed at the Office of the Chief of Military History, Department of the Army. Cited hereafter as "Bahamas Manuscript."
70. "Bahamas Manuscript," pp. 27-29.

originally proposed base was expected to cost $2.4 million, the cost of the final installation has been placed at $15,332.[71]

The Navy's plans for a Bahamas facility included only a tender-supported air station from which patrol seaplanes could be operated on an intermittent basis.[72] After the rejection of Mayaguana, a site near George Town, Great Exuma, was selected and a small air station was established. No cost data is available.[73]

Jamaica. As noted in the discussion of the Greenslade Board's survey, the Jamaica Army base was initially expected to be a major, multi-purpose base for the central Caribbean composed of a garrison, an airfield with bombardment and reconaissance squadrons, a hospital and a supply center. As a result of changes in strategic planning and in the anticipated role of Jamaica, these plans were cut back sharply. The main Army and Air Corps installations were limited to Fort Simonds and Vernam Field. These activities supported a heavy bombardment squadron and had facilities for rapid expansion: permanent housing existed for only 500 men, but there were utilities to handle 21,000 men on an emergency basis.[74] Construction of the Jamaica base was consistently behind schedule, partly because of contractor difficulties and partly because the concurrent reduction of the significance and mission of the base impaired the efficiency of the

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71. "Construction and Real Estate, Caribbean," pp. 297-298, 301; Watson, Chief of Staff, p. 479. Conn, et al., Guarding the U.S., p. 378, places the cost of the Army and Air Force installations in the Bahamas at $273,583. This figure probably includes an emergency landing field on South Caicos Island, a radio station and quarters later erected on Mayaguana, and miscellaneous facilities near Nassau Airport.
72. Letter to the Secretary of State, Dec. 7, 1940.
73. U.S. Navy, Building the Navy's Bases, Vol. II, p. iii does not include the Great Exuma facility in its list of bases which cost more than $10 million.
74. "Construction and Real Estate, Caribbean," pp. 172, 237-238.

construction program. The initial estimated cost of the Jamaica Army complex was $41.5 million, but the cost of the final installation was only $17.9 million.[75]

The naval facility proposed for Jamaica in December 1940 was the same as that planned for the Bahamas, facilities for operating seaplanes from a seaplane tender.[76] Portland Bight was also proposed as a fleet anchorage to augment the facilities and space available at Guantanamo Bay, Cuba. In January 1941, the Navy simply planned to do preparatory work for an air station, but not erect the buildings or establish a station until some later date when its services became necessary.[77] Aside from the protected fleet anchorage, the Navy planned to have facilities to support two squadrons of tender-based seaplanes. The Jamaica Naval Air Station was actually built as a subsidiary activity of the Naval Air Station, Guantanamo Bay, Cuba. In early 1942 it began to provide support for convoy escort aircraft as well as defensive patrol planes, but in 1943 its mission and operations were cut back to a very low level. There are no fully detailed costs or estimates on the Jamaica naval complex but the construction work performed by the contractor has been valued at $1.8 million.[78]

Antigua and St. Lucia. The Army and Air Force bases planned for these two islands were essentially identical: a small defensive garrison with an airfield to support one composite air group.[79] There was some scaling down of the plans as the threat to the area waned but the base facilities, originally estimated at $2.4 million each, finally cost $13.1 million at

75. Watson, Chief of Staff, p. 479; Conn, et al., Guarding the U.S., p. 378.
76. Letter to the Secretary of State, Dec. 7, 1940.
77. CNO memo, Jan. 5, 1941.
78. "Navy Admin. History, C.S.F., Vol. II," pp. 310-311.
79. JPC report of August 28, 1940; Greenslade Board Report - Antigua.

Antigua and $11.2 million at St. Lucia.[80]

As in the case of Jamaica and the Bahamas, the Navy first planned only to make preparations for establishing a seaplane tender supported air station at each of these islands. Dredging was to be done, areas cleared, and surveys completed. Buildings were to prefabricated and stored in San Juan (for Antigua) and Trinidad (for St. Lucia) for rapid deployment and erection if and when needed.[81] Each station was to have the capacity to support one patrol squadron. The only significant change made in these plans was to establish and operate the bases in support of aviation patrols, rather than "storing" them for an emergency. Reliable cost data on these bases is not available.[82]

Trinidad. The Joint Planning Committee's first plans proposed a Trinidad garrison of two Army divisions, harbor defense and local defense units, and a composite air wing.[83] When the Greenslade Board submitted its report, the proposed peacetime garrison was reduced to a reinforced infantry regiment. This force was intended to serve as a nucleus for expansion to the two divisions which the base would be capable of supporting.[84] The Greenslade Board retained the recommendation for a composite air wing (one heavy bombardment squadron, one long range reconnaissance squadron and one interceptor-pursuit group) but the Air Corps was still

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80. Watson, Chief of Staff, p. 479; "Construction and Real Estate, Caribbean," pp. 276 (Antigua) and 288 (St. Lucia); Conn, et al., Guarding the U.S., p. 378.
81. CNO memo, Jan. 5, 1941.
82. Commander Walter Karig, USNR, Battle Report: The Atlantic War, Vol. II, p. 27 places the cost at $2.92 million for Antigua and $1.625 million for St. Lucia, but his figures have been quite wide of the mark in other cases where more reliable figures were available for comparison.
83. JPC report of August 28, 1940; Watson, Chief of Staff, p. 478.
84. Watson, Chief of Staff, p. 482; Greenslade Board Report - Trinidad.

too short of forces to provide such a peacetime garrison. The aviation establishment at Trinidad was therefore reduced to bombardment and pursuit groups and a regular reconnaissance squadron.[85] As the direct threat to Trinidad and the likelihood of German movement into Brazil or other parts of South America declined, the planned garrison of Trinidad was decreased proportionately.

The estimated cost of the facilities originally planned for Trinidad was $95.6 million.[86] After the garrison had been reduced and most of the permanent construction had been cancelled or deferred, the actual cost was placed at $52.3 million.[87]

Initially, the Navy intended to establish a base for one squadron of seaplanes and a fleet anchorage with appropriate air and anti-submarine defenses at Trinidad as soon as possible. Longer range plans anticipated an expansion of these facilities to double the size of the air station, provide a "subsidiary" operating base, and include temporary support facilities for two carrier air groups.[88] By January 1941, the plans had only been changed to add an advance base depot at which the materials and equipment for the St. Lucia and British Guiana bases would be stored.[89] By the following June, however, it had been decided to develop Trinidad into a complete operating base with depots for fuel and supplies, ship repair facilities, and a hospital.[90] This expansion proved excessive to the actual demands placed on the base, and much of the development was never

85. Craven and Cate, Army A.F. in W. W. II, Vol. 1, p. 162.
86. Watson, Chief of Staff, p. 479.
87. "Construction and Real Estate, Caribbean," p. 182.
88. Letter to the Secretary of State, Dec. 7, 1940; U.S. Navy, Building the Navy's Bases, Vol. II, p. 24.
89. CNO memo, Jan. 5, 1941.
90. U.S. Navy, Building the Navy's Bases, Vol. II, pp. 24-26.

completed.[91] The final cost of the Trinidad Naval Operating Base was $45.7 million.[92]

British Guiana. In almost every respect, the intended and actual plans for the Army, Air Corps and Navy installations in British Guiana were the same as those for St. Lucia and Antigua. The only additional data available is an estimate of the actual cost of the Army and Air Corps installations in British Guiana: $14.8 million.[93]

Before turning to the operational aspects of the bases, it is necessary to make a final comment on one of the difficulties which had obstructed the start of construction, compensation of private property owners. Just as the Governor of Bermuda demonstrated his powers by refusing permission to start surveys, the government of Newfoundland used its control over the acquisition of private property to its own advantage. The precise problem which arose in Newfoundland was that of squatters on Crown lands. Until a settlement had been reached on compensation, including the costs of moving squatters, the Newfoundland Commission refused to remove the squatters so the United States could take possession and start construction. This problem was raised and discussed in a series of notes and messages between the United States and Britain in December 1940 and January 1941.[94] Since the basic problem involved was relevant to all the base-site colonies, the

91. Rear Admirals Worrall Reed Carter and Elmer Ellsworth Duvall, USN (Retired), Ships, Salvage, and Sinews of War (Washington: Government Printing Office, 1954), p. 55.
92. U.S. Navy, Building the Navy's Bases, Vol. II, p. iii.
93. "Construction and Real Estate, Caribbean," p. 267; Conn, et al., Guarding the U.S., p. 378, cites the foregoing manuscript as its source but quotes a figure of $14,969,448, which is $143,000 greater than that in the manuscript.
94. Foreign Relations, 1941, Vol. III, pp. 58-61 (telegrams, State Dept. to U.S. Embassy in London, No. 175, Jan. 17, 1941; and U.S. Embassy in London to State Dept., No. 225, Jan. 21, 1941).

British Foreign Office suggested that it be deferred for inclusion in the London Base Lease negotiations. In the meantime, Newfoundland, which justified its position primarily on the distressed state of the territory's finances, accepted an interim arrangement. The United States established a fund from which the dispossessed persons were reimbursed for the costs of moving. This reimbursement was made without prejudice to any final settlement on compensation.[95]

In late January and early February 1941, the British Embassy in Washington and the State Department reached agreement on compensation procedures.[96] Those procedures worked satisfactorily, but one of the principle difficulties, agreement on property values, persisted. By December 1945, for example, the government of Newfoundland had paid $2.2 million in compensation to owners of property (lands and buildings) which the United States had appraised at $1.4 million.[97] At Antigua and Jamaica, owners held out for valuations which were excessive in comparison to local appraisals, and even more so when compared to United States estimates.[98] In Trinidad, the debate focussed on the docksite area in Port of Spain, where the United States had reclaimed a swampy waterfront area and developed it into wharfage. The United States argued that as reclaimed land, the area was Crown property and therefore required no compensation; the local government demanded $22,000 per acre on the grounds that title to reclaimed land vested in the local government, not the Crown.[99]

From the United States point of view, the compensation problem was

95. Foreign Relations, 1941, Vol. III, p. 61 (Telegram, U.S. Embassy in London to State Dept., No. 225, Jan. 21, 1941).
96. See pp. 191-192 above for the procedures.
97. "Army Bases, Newfoundland," p. IX-2.
98. "Antilles Dept. Real Estate - Part I," pp. 77-78.
99. Ibid., p. 86.

solved on August 9, 1943. On that date, under the so-called Reverse Lend-Lease program, Britain announced that it would bear the whole cost "in connection with and including the purchase of lands for bases" in the Caribbean, Bermuda and Newfoundland.[100] Britain thus assumed the United States responsibility for compensating the owners of the private property which was taken for the leased areas.

It is extremely difficult to cite a date on which any of the bases were "established" in the sense of becoming an effective military activity capable of defensive and/or offensive operations. Generally speaking, the first forces had arrived at the major bases (Bermuda, Newfoundland and Trinidad) by April 1941. Those at the smaller bases arrived later. The bases were commissioned and capable of limited operations in the late summer and early fall of 1941, but it was the spring of 1942 before they were ready to perform a full range of operations.

The gradual establishment of the bases is illustrated by the following series of "landmark" dates and events at the Bermuda naval base. On October 13, 1940, following receipt of authorization from the British government, the seaplane tender George Badger arrived in Bermuda and began conducting operations with three naval patrol seaplanes.[101] The first naval forces ashore were a detachment of Marines who arrived on February 24, 1941. The Marines raised the United States flag over Morgan's and Tucker's Islands on March 1 but it was not until Captain Jules James, USN, arrived

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100. U.S. Department of State Bulletin, August 14, 1943 (Vol. 9, No. 216), pp. 96-97. The agreement thus announced in a Press Release on August 10, 1943 was formalized in the Claims Settlements Agreements of March 27, 1946 and July 12, 1948. These agreements are published in Treaties and Other International Acts Series 1509 and 1770, respectively. Cited hereafter as T.I.A.S.

101. "Navy Admin. History, Atlantic Fleet, vol. V," p. 17 footnote 18; The New York Times, November 14, 1940.

on April 7, 1941, that the base was officially placed in commission.[102] On the following day, a force of five ships (an aircraft carrier, two heavy cruisers and two destroyers) arrived at the base.[103] In spite of all this, the Naval Operating Base still consisted primarily of offices in Hamilton and small facilities at various other places in Bermuda. It was more than a month after the station was commissioned before Captain James could say that his forces were ready to make an immediate attack in the event the base was fired upon.[104] In the same report Captain James said it would be about a year before the station was established in the leased area.

A similar situation prevailed at Trinidad. The base was commissioned in August 1941, but on December 7, the total naval force in the area consisted of two converted yachts and four patrol seaplanes.[105] At a small station, such as Great Exuma, the gap between appearance and reality was even greater. The Naval Air Station, Great Exuma, was commissioned on May 15, 1942, but the first detachment of personnel (Marines, of course) did not arrive until May 28. There were no aircraft at the air station until August 29, and operations could not start until a seaplane tender arrived on September 1. It was not until September 17 that the base was sufficiently developed to support air operations without the assistance of a tender.[106]

The wartime operations and contributions of the bases varied with

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102. "Navy Admin. History, Atlantic Fleet, vol. V," pp. 15-17.
103. Ibid.; Samuel Eliot Morison, The Battle of the Atlantic: September 1939-May 1943, p. 83.
104. Letter report to the President quoted in "Navy Admin. History, Atlantic Fleet, vol. V," p. 17.
105. Conn, et al., Guarding the U.S., p. 413; Morison, Battle of the Atlantic, pp. 146-147.
106. "Navy Admin. History, C.S.F., vol. II," pp. 322-324.

their location. The role of the Newfoundland bases was quite different from that of the Bermuda bases, and the Caribbean bases together played still another role.

The first major task accomplished by the Argentia Naval Base was to support and provide a staging point for the movement of men and material to Greenland and to Iceland. The Greenland contingent arrived at Argentia in late June 1941 and remained for five days. The Iceland task force arrived a few days later and departed on July 1.[107] The primary mission of the Newfoundland bases was convoy escort work and the associated anti-submarine operations. All transatlantic convoy movements in the western Atlantic were controlled by a Task Force Commander headquartered at Argentia after September 1941.[108] Eastbound convoys were organized in Halifax or Sidney, Nova Scotia and sailed along their pre-determined tracks under escort by Canadian and United States aircraft and ships. When south of Newfoundland (at the Western Ocean Meeting Point) each convoy was joined by its United States Navy ocean escort from St. John's or Argentia. Air patrol and surveillance of the convoy and its projected path were maintained by aircraft based in Newfoundland. These air and surface escorts continued with the convoy to a Mid-Ocean Meeting Point southwest of Iceland. The convoy was then delivered to Royal Navy escorts for the eastern half of its trip, while United States escorts either accompanied ships en route to the bases at Iceland or assumed escort duties with a westbound convoy for the return trip as far as Newfoundland.[109]

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107. Conn, et al, Guarding the U.S., pp. 452, 480.
108. "Commander Task Force Twenty-Four," volume II of "Administrative History of the U.S. Atlantic Fleet in World War II" (an unpublished series in the Navy Department Administrative History collection, Navy Department Library), p. 70. Cited hereafter as "Navy Admin. History, Atlantic Fleet, vol. II.")
109. Morison, Battle of the Atlantic, p. 101.

The first combat action for a Newfoundland-based unit occurred in late October, 1941. A Royal Canadian Air Force bomber sighted a German submarine and made an unsuccessful attack which was terminated by darkness. Two days later, when the weather permitted a renewal of search operations, a United States B-17 bomber from Newfoundland found the submarine and scored a near-miss with a bomb before the submarine submerged and escaped.[110] The first two submarine sinkings of the war by United States aircraft were scored by planes from Argentia on March 1 and March 15, 1942.[111]

Enemy activity in Newfoundland and its territorial waters never reached much more than a nuisance level. There were suspicions that submarines were using the island's bays and inlets for night surfacing and battery charging. In March 1942 a submarine fired two torpedoes toward the entrance of St. John's harbor, one exploding off each side of the entrance, and in September and December of that year, submarines were able to slip into Conception Bay, northwest of St. John's, sinking two ore ships each time.[112] On two occasions submarines laid mines in Newfoundland waters. Those laid by submarine U-213 at St. John's on May 14, 1942 caused no damage and their presence was not known until it was disclosed by postwar examination of German records.[113] The minefield laid by U-220 on October 9-10, 1943 at St. John's was detected when one of the mines broke free and was sighted drifting. Minesweeping operations cleared another 34 mines, but the loss of two small freighters on October 19 has been attributed to a pair of unswept mines from this field.[114]

110. Conn and Fairchild, Framework of Hemisphere Defense, p. 387.
111. Morison, Battle of the Atlantic, p. 154.
112. Dziuban, Military Relations Between the U.S. and Canada, pp. 174 and 175.
113. Morison, Battle of the Atlantic, p. 417.
114. Samuel Eliot Morison, The Atlantic Battle Won: May 1943-May 1945, volume X of History of United States Naval Operations in World War II (Boston: Little, Brown and Company, 1956), p. 188.

The German activity with which the Newfoundland bases and their operational forces were primarily concerned was, of course, submarine sinkings of merchant ships. From January to September, 1942, the submarines had sporadic success in the waters near Newfoundland. Their most successful months were January, 1942, when 12 ships totalling 49,866 tons were sunk, and September, 1941, when they sank 10 ships totalling 38,615 tons.[115] After September, 1942, the submarine attacks shifted eastward out of the Newfoundland waters and into the mid-ocean regions. Aside from a brief foray in January, 1945, when 4 ships totalling 24,531 tons were sunk, the submarines had no further success in Newfoundland waters.[116]

When the submarine attacks moved out of the region which could be effectively patrolled by Newfoundland-based aircraft, plans were made to move the base of anti-submarine patrols from Newfoundland to the Greenland bases then under construction. Bad weather conditions at Greenland caused this plan to be rejected. When the problems of convoy operations were discussed at a major conference in Washington in March, 1943, it was decided to assign longer range aircraft to Newfoundland in order to reach the areas of greatest submarine acitivity.[117] This plan was implemented by assigning B-24 aircraft to Gander, but by the time they had become an effective force, the crisis had passed and the battle had moved further eastward.[118]

In the closing phases of the North Atlantic and European war, the Newfoundland base complex played a supporting role. It continued to support

115. Morison, Battle of the Atlantic, pp. 413-414.
116. Morison, Atlantic Battle Won, p. 369.
117. Conn, et al., Guarding the U.S., pp. 550-551.
118. Ibid., p. 551; Wesley Frank Craven and James Lea Cate, eds., The Army Air Forces in WorldWar II, Volume II: Europe: Torch to Pointblank, August 1942 to December 1943 (Chicago: University of Chicago Press, 1949), pp. 393-394.

transatlantic convoys and convoy escorts and to serve as a staging point for aircraft movements. When the Air Transport Command was created, it assumed control of Harmon Field. As a result, aircraft staging operations expanded considerably during 1944 and 1945. The Newfoundland airfields were also major stopping points in the Air Transport Command's White and Green projects after hostilities had ended in Europe. The White project involved the return of aircraft and personnel to the continental United States for redeployment; the Green project returned personnel eligible for discharge from the services.[119]

Although their forces were frequently engaged in anti-submarine operations during 1942, the Bermuda bases were somewhat removed from the main campaigns of the war. German submarines found good hunting in the waters of the Bermuda region during the first half of 1942. They took a toll ranging from nine ships (56,608 tons) in January to nineteen ships (109,216 tons) in March and eighteen ships (112,442 tons) in April, but the number of sinkings declined thereafter.[120]

The Bermuda bases supported frequent air and sea patrols which, when combined with the development of the convoy system, frustrated the efforts of the German submarines and forced them to seek better targets and opportunities in other areas. While the patrols from Bermuda thus acted to inhibit the submarines' operations, they did not produce a significant number of submarine "kills." Of the 24 confirmed encounters with German submarines in 1942, only one sinking occurred. On June 30, 1942,

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119. Dziuban, Military Relations Between the U.S. and Canada, p. 192. By July 15, 1945, White had returned 3,004 aircraft and 50,000 personnel; by September 15 the total of personnel had risen to 80,000. Green returned 160,000 personnel between June 15 and September 15, 1945. In contrast, 350,000 personnel were returned by ship each month.
120. Morison, Battle of the Atlantic, pp. 413-414.

a Bermuda-based patrol seaplane was directed to the estimated position of a submarine which had been located by high frequency radio direction finders. After missing the submarine with two demolition bombs and narrowly missing it with a depth charge while it was idling on the surface, the aircraft made a final pass and dropped a depth charge which caught in the submarine's superstructure. As the submarine dove, the charge exploded and U-158 sank.[121]

Bermuda also served as a logistics base for the mid-Atlantic area. In this role, the high point of usefulness occurred in October, 1942, when the Bermuda Naval Operating Base provided support, services, personnel and repairs for Task Force 22 as it was en route to the invasion of North Africa.[122] Bermuda supplied another form of support to the Atlantic campaign by acting as the center of anti-submarine warfare training for the Atlantic Fleet. An anti-submarine warfare training unit was established at Bermuda in the fall of 1942, and it was later expanded to include a "shakedown" training program for the fleet's new destroyers and destroyer escorts.[123]

Wartime operations in the Caribbean area were largely a matter of routine anti-submarine patrols and convoy escorts supplemented by frequent search and rescue operations. A few bases had special functions. Antigua and St. Lucia supported the surveillance of the French naval forces at Martinique, a task for which Admiral Rodney had used St. Lucia some 185 years

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121. Morison, Battle of the Atlantic, pp. 227-228.
122. "Navy Admin. History, Atlantic Fleet, vol. V," p. 68.
123. Ibid., pp. 69-70. "Shakedown" is the breaking-in period immediately after a ship becomes operational.

earlier.[124] Aircraft stationed at Jamaica cooperated with forces at Guantanamo, Grand Cayman Island and the Canal Zone to patrol the approaches to the Panama Canal.[125] The Army base at Atkinson Field, British Guiana, served as a coordination center for United States and Brazilian military forces during the months before Brazil declared war on Germany. After Brazil became a co-belligerent, the coordination center was moved to Natal and Recife.[126]

German submarines found the Caribbean to be very good hunting grounds. From February through November 1942, they sank nearly 200 ships totalling close to one million tons.[127] Some of these ships were accounted for in spectacular and bold moves. In February 1942, a submarine entered the Gulf of Paria and lay on the bottom off Port of Spain until dusk. It then torpedoed two United States merchant ships anchored off the port and left through the narrow Dragon's Mouth (west of Chaguaramas Peninsula) on the surface and with all navigational lights burning. Another entered Port Castries, St. Lucia, in March 1942 and torpedoed the Canadian steamer Lady Nelson and a brightly lighted cargo ship moored to a pier; fortunately for the United States, the submarine failed to see a fully-loaded American tanker that was in the harbor but blacked-out.[128]

Early German successes in the Caribbean area were made easier by the lack of anti-submarine forces at the Caribbean bases. Commands in the areas

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124. "Beane Field: U.S. Base in St. Lucia," Spotlight, October 1958 (Vol. 19, No. 10), p. 15; Morison, Battle of the Atlantic, p. 33; "Administrative History of the Caribbean Sea Frontier to VE-Day," (an unpublished manuscript history in the Navy Department Administrative History collection, Navy Department Library), Annex 3. Cited hereafter as "Navy Admin. History C.S.F.-VE." Rodney used St. Lucia in the Seven Years War, 1756-1763.
125. Morison, Battle of the Atlantic, p. 153.
126. Conn, et al, Guarding the U.S., pp. 320, 324.
127. Morison, Battle of the Atlantic, p. 413.
128. Ibid., p. 145.

closer to the United States had been granted first preference in the assignment of available aircraft, vessels and mines. The outlying areas had to do without until production caught up with demand. Until convoys were organized in the Caribbean in July 1942, the Trinidad force (still composed largely of converted yachts and small patrol boats) spent most of its time rescuing the survivors of sunken ships.[129] During the summer of 1942, however, both the Army and Navy began to build up their anti-submarine forces in the Caribbean and especially in the Trinidad region. Nevertheless, the number of sinkings continued at a high level and the damages inflicted on the opposing submarine force were discouragingly small. The first submarine "kill" was not recorded until August 22, 1942.[130] As autumn arrived and the patrol and escort forces grew both in numbers and in proficiency, the submarines were gradually forced to move eastward and make their attacks in the waters southeast of Trinidad where vessels were frequently unescorted.[131]

The submarine offensive was interrupted in November 1942 as the vessels which were normally deployed to the Caribbean were withdrawn and assigned to the forces attempting to disrupt Allied operations in North Africa.[132] The German submarine force returned to the Caribbean for its last damaging campaign during July and August of 1943. In July alone, submarines sank eight ships (35,096 tons), but the cost of this summer expedition was high. Of the ten submarines sent to the Caribbean, five were sunk there and two more were sunk en route back to Germany.[133] They were thwarted by improved anti-submarine techniques and especially by the

129. Morison, Battle of the Atlantic, p. 147.
130. Conn, et al., Guarding the U.S., pp. 430-432.
131. Ibid., pp. 432-433; Morison, Battle of the Atlantic, pp. 46-52, 314.
132. Conn, et al., Guarding the U.S., p. 433.
133. Morison, Atlantic Battle Won, pp. 188-198, 369.

United States ability to maintain constant air anti-submarine surveillance of an area after an initial contact had been made. This successful defense against submarines was not without costs to the United States. On August 3, 1943, for example, a Mariner seaplane based at Trinidad notified its home airfield that it had sighted a submarine and was making an attack. The position reported by the pilot was very close to that reported to Berlin by the U-572 about 20 minutes earlier. Neither the aircraft nor the submarine were ever heard from again; both are recorded as being lost with all hands.[134]

As ship targets became scarce, the submarines made a few attempts at mining Caribbean ports. In July 1942, six mines were laid off Castries, St. Lucia, but they were discovered by a ship and only sank one small Coast Guard launch and damaged a British torpedo boat.[135] A minefield laid by U-218 off Trinidad on October 27, 1943, inflicted no damage; like the field at St. John's, Newfoundland, its existence was unknown until revealed by a study of German records after the war.[136] The same submarine returned to the Caribbean in March, 1944 with another load of mines. It attempted to enter the Gulf of Paria to lay the mines off Port of Spain, but it was driven off by aircraft. It then proceeded to St. Lucia where it laid two mines, neither of which caused any damage. The U-218 next moved to San Juan where it laid 15 mines on April 1, 1943, and then departed for Europe with air and surface defense forces in hot pursuit.[137]

The final forays into the Caribbean were made by five German submarines between March and July, 1944, but they were a complete failure. Two submarines which entered the area in March were forced to depart after an

134. Morison, Atlantic Battle Won, p. 195.
135. Morison, Battle of the Atlantic, p. 417.
136. Morison, Atlantic Battle Won, p. 374.
137. Ibid., p. 297. The field at San Juan was also detected and swept without inflicting damage.

intensive search effort kept them submerged until near the point of exhaustion. The third submarine was the mine layer, U-218. In June and July, the last two submarines got a few targets but were forced to flee when an escort aircraft carrier arrived on an anti-submarine "hunt and kill" sweep.[138]

Except for the operations against these five submarines, the Caribbean theater was turning more and more to a supporting role in 1944 and 1945. Minor outlying bases were being shut down and the major function of the remaining bases was to support transient personnel and material en route to the fronts. Trinidad became a major link in the Air Transport Command's routes to Europe, Africa and Asia; and in conjunction with Atkinson Field in British Guiana, a link to South America.[139]

The cutback and deactivation of the leased bases actually began in late 1943 when it became evident that the war would not spread westward across the Atlantic. Supporting units were redeployed from the leased bases to forward areas where their services were in more urgent demand. One infantry regiment and its supporting units left Newfoundland in June, 1943.[140] Three months later, the commander of the Argentia Naval Operating Base made recommendations for reducing the size, capabilities and mission of his base.[141] Unlike the other bases, however, construction work continued at Argentia as temporary structures were replaced with permanent ones. This work was performed pursuant to another of the commander's recommendations and enabled the Argentia facility to operate for a much

138. Morison, Atlantic Battle Won, p. 297.
139. "Construction and Real Estate, Caribbean," p. 182; Craven and Cate, Army A.F. in W.W. II, Vol. I, p. 329; Conn and Fairchild, Framework of Hemisphere Defense, p. 320.
140. Dziuban, Military Relations between the U.S. and Canada, p. 175.
141. "Navy Admin. History, Atlantic Fleet, vol. II," p. 175; Carter and Duvall, Ships, Salvage, p. 29.

longer period than would otherwise have been possible.[142]

In Bermuda, consolidation of facilities had begun in the last half of 1943. Tenant activities at the naval and army bases were closed or merged with other commands. By June 1945, the plans for a major cutback had been completed. Among other things, they called for a return of Ordnance Island (the submarine base) and other properties held on short term lease, the reduction of the Naval Air Station to Naval Air Facility in a semi-maintenance status, and the transfer of naval facilities at Kindley Field to the Army Air Force for maintenance.[143] All these steps were carried out in the latter half of 1945.

A parallel contraction took place in the Caribbean area. The Army garrison which had shrunk from 110,000 at the end of June, 1943 to 91,000 at the end of the year, was reduced to 67,500 by May, 1945 (about 10,000 men larger than it was on December 7, 1941).[144] The area's naval facilities were also reduced, and by the fall of 1944 only the major bases remained operational.[145] The Naval Air Station at Great Exuma, having been reduced to a single aircraft in August 1944, was engaged primarily in aircraft search and rescue work. It lost its last plane in January, 1945 but continued to service transient aircraft until its disestablishment in June, 1945.[146]

At Jamaica, the Coast Artillery and the Marine detachment left in August, 1943. By the following December, most of the aviation responsibilities had been assumed by the Naval Air Station at Guantanamo Bay,

142. U.S. Navy, Building the Navy's Bases, Vol. II, p. 54; "Navy Admin. History, Atlantic Fleet, Vol. II," p. 175.
143. "Navy Admin. History, Atlantic Fleet, Vol. V," Chapter 7 (pp. 76-84).
144. Conn, et al., Guarding the U.S., pp. 438, 441.
145. U.S. Navy, Building the Navy's Bases, Vol. II, p. 5.
146. "Navy Admin. History, C.S.F. Vol. II," pp. 324, 327, 333; Carter and Duvall, Ships, Salvage, p. 55.

Cuba, and Jamaica's aircraft departed. The Naval Air Station was reduced to caretaker status the following September.[147]

The Antigua Naval Air Station was also downgraded to a Naval Auxiliary Air Facility in February 1944, although patrol flights continued through the following May. It was placed in a caretaker status on January 1, 1945.[148] The St. Lucia Naval Air Station closed even earlier. It was decommissioned and transferred to the Coast Guard as caretakers on September 1, 1943.[149] The British Guiana Naval Air Station closed a year after that at St. Lucia.[150]

The base complex at Trinidad was slower to close, although it followed a similar progression of consolidations and transfers. The main Army aviation installation at Waller Field was in steady use by the Air Transport Command until after the war, but the Carlsen Field complex with its Navy lighter-than-air (blimp) facility was barely being maintained.[151] The naval base followed a gradual but steady process of consolidation, deactivation and abandonment from early 1945 through 1949. It probably would have resulted in complete deactivation by the end of 1950 had not the Korean War erupted and caused its return to active operating status.[152]

The difficulties encountered in the construction and operation of the bases were numerous. While the specifics of the situations varied from base to base, there were certain general problems common to almost all the bases.

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147. "Navy Admin. History, C.S.F. Vol. II," pp. 314-315; U.S. Navy, Building the Navy's Bases, Vol. II, p. 34.
148. "Navy Admin. History, C.S.F.-VE," Annex 3.
149. U.S. Navy, Building the Navy's Bases, Vol. II, p. 34; Carter and Duvall, Ships, Salvage, p. 55.
150. U.S. Navy, Building the Navy's Bases, Vol. II, p. 35.
151. "Construction and Real Estate, Caribbean," pp. 189-190.
152. "History of the U.S. Naval Station, Trinidad," a mimeograph history prepared and distributed by the U.S. Naval Station, Trinidad (undated), pp. 3-5.

In the construction phase, the first of the common problems was that of supplying the bases with the building materials for development and construction. This problem was mainly a function of transportation difficulties on several different planes. Most pressing in all cases was the lack of shipping space for transporting the construction material and equipment from the United States to the bases. Shipping space was at a premium and many other projects had priority over base construction. In July 1941, the Newfoundland bases were limited to 300 tons of cargo on each scheduled trip (one every ten days). This was inadequate to the task at hand, and even though the available space increased to 2,000 tons per week in early 1942, many construction projects were delayed by the need to wait for materials to arrive.[153] Trinidad's development also suffered from a lack of shipping space within the Caribbean area.[154] The development of the convoy system increased the safety of individual ships, but it also reduced the amount of shipping space available. Convoys operated on a less frequent schedule than many of the individual vessels would have maintained if they had sailed independently. Convoys also required indirect routing of ships in many cases. The shortage of shipping space was aggravated by the fact that there was no regular commercial air transport service to any of the leased-base sites.

The German submarine force also had a disruptive effect on the supply of construction materials. Aside from the fact that sinkings intensified the shipping shortage, on several occasions the submarines sank ships loaded with construction material. At Newfoundland, 75 per cent of the 430,00 tons of material used in the construction phase had to be carried

153. "Army Bases, Newfoundland," pp.VI-7, VI-8.
154. Conn, et al., Guarding the U.S., p. 400.

to the island by ship, and about 3 per cent of the material shipped was lost due to sinkings.[155] The most serious single loss was the sinking of the ship carrying all the heavy equipment needed to construct a new road from Placentia to Holyrood. The road was required to link the Argentia sites with the Newfoundland Railway.[156] At Trinidad, a sinking actually caused the cancellation of a project. Between April and September 1942, five ships loaded with cargo for Trinidad were lost. One of those ships carried all the materials for a second seaplane hangar at the Naval Air Station. When the ship was sunk, the second hangar was cancelled.[157]

Even if shipping space was found and the ship made it safely to the base-site colony, the difficulties were not over. In many cases they were just beginning, since internal transport in the colonies was very poor. It was often more difficult to move materials from the local port to the construction site than it was to carry them from their place of origin to the local port. At Newfoundland, the problem began with the under-sized, crowded and antiquated facilities in the port of St. John's which made unloading the ship a challenge in itself.[158] Once the material was on the dock it had to be stored or moved to the construction site. The latter could only be accomplished via the aged Newfoundland Railway or by truck over dirt roads that were passable for only a small part of the year, being snowbound or mired in mud the rest of the time.

The very remoteness of almost all the base sites aggravated the

155. "Army Bases, Newfoundland," p. VI-9; the value of the material lost has been estimated at $550,960. Ibid., and Dziuban, Military Relations Between the U.S. and Canada, p. 175.
156. "Army Bases, Newfoundland," p. VI-9.
157. U.S. Navy, Building the Navy's Bases, Vol. II, p. 26.
158. Conn, et al., Guarding the U.S., p. 400.

effect of the primitive internal transport facilities available. In Jamaica, the main base site was 42 miles from the pierhead in Kingston. There was no good road between these two points and under local law, only the Jamaican Director of Public Works could build roads on the island. The United States had to pay Jamaica for building a road to connect the base and the port. The Jamaica Railroad ran within five miles of the main site, but again there was no connecting road so the United States had to finance a rail spur to link the railroad to the base.[159]

At Antigua, building materials arrived at St. Johns by ship. They were offloaded into barges in the anchorage area and the barges were towed around the island to a temporary pier. There they were offloaded into trucks which hauled the materials over unimproved roads to the construction site.[160] Atkinson Field in British Guiana was not connected to Georgetown by road and it was seven miles from the nearest railroad. Small boats were used to transport construction materials and personnel. Before quarters were available at the base site, local laborers had to make a daily five-hour round-trip by boat between Atkinson Field and Georgetown.[161]

Many of these difficulties were overcome as new port facilities, roads and highways were built, but they caused serious delays in the early stages of construction. There were attempts to avoid these problems by using locally-produced rather than imported materials in the construction process, but these efforts were limited by the 1933 "Buy American" Act until the United States entered the war and the provisions of that act were largely

159. "Construction and Real Estate, Caribbean," pp. 241-242.
160. Ibid., pp. 275-276.
161. Ibid., pp. 264-266.

disregarded.[162] The use of Canadian lumber in Newfoundland and local limestone and coral blocks in Bermuda were typical instances of using local materials. More unique and ingenious was the use of local molasses as the stabilizing agent in the temporary runway at St. Lucia.[163] At Great Exuma, the Navy used local stone for construction purposes; the unusual feature there was the way the stone was prepared. Lacking heavy crushing machines, large chunks of limestone and coral were collected all over the island and taken to the base site where native women wielding small hammers broke them into pieces of usable size.[164]

The second major problem in the construction phase was housing, for there was no place for the construction force to live when it first arrived. This problem was overcome in several ways. At Bermuda, tent camps were established and several hotels which were vacant due to wartime suspension of the tourist traffic were leased.[165] At both Bermuda and Newfoundland, ships were used as floating quarters. S.S. Berkshire housed 600 construction workers at Bermuda, while S.S. Roger Peck was used as a barracks at Argentia and U.S.A. T. Edmund B. Alexander performed the same function at St. John's.[166] At Argentia, even local laborers lived in water-borne quarters at first. They lived in fishing boats anchored in Placentia Bay and "commuted" to work by dory.[167] The housing

162. This Act restricts the purchase of non-American goods by Public agencies. The essential portions of its text are cited in U.S., Congress, House of Representatives, Committee on Ways and Means, Report to the Committee on Ways and Means on United States Customs, Tariff and Trade Agreement Laws and their Extensions, from the Subcommittee on Customs, Tariffs and Reciprocal Trade Agreements (Washington: 1957), pp. 186-187.
163. Conn, et al., Guarding the U.S., p. 379.
164. U.S. Navy, Building the Navy's Bases, Vol. II, p. 33.
165. "Army Bases, Bermuda," p. V-3.
166. Ibid.; "Navy Admin. History, Atl tic Fleet, Vol. II," pp. 3,4; U.S. Navy, Building the Navy's Bases, Vol. II, p. 47; Dziuban, Military Relations Between the U.S. and Canada, p. 96.
167. U.S. Navy, Building the Navy's Bases, Vol. II, p. 47.

problem was solved by making the construction of quarters one of the first projects on the construction schedule at each base.

A third source of common difficulties during the construction phase was the personnel problem. There were no trained supervisory personnel and few skilled laborers at the base sites, so it was necessary for the base contractors to hire such personnel in the United States and transport them to the base sites. This was not an easy task because the draft was cutting into the supply of manpower and skilled labor and supervisors were in increasing demand at good wages in the United States. In order to compete in the labor market, the base contractors were forced to offer top wages plus incentive pay, home leave benefits and other inducements for overseas work.[168] The inevitable labor difficulties developed: contractors hoarded skilled men for future jobs, employees broke their contracts to get higher wages at other bases, and the turnover rate was very high.[169] All of these tended to disrupt the contractor's work force and delay construction. In some cases the contractors encountered a reluctance to accept jobs which required travel by ship. The Newfoundland base contractor was confronted by such a problem after a submarine sank the Nova Scotia-Newfoundland ferry.[170] Except in Bermuda where labor was scarce due to a high employment level at the Royal Navy Dockyard, United States personnel formed only a small part of the total work force engaged in base construction. The large majority of the force was composed of local unskilled labor.[171]

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168. "Army Bases, Bermuda," p. VI-1; "Army Bases, Newfoundland," p. VI-1, VI-2.
169. "Army Bases, Newfoundland," p. VI-3 to VI-4.
170. Ibid., p. VI-9; Conn, et al., Guarding the U.S., p. 383.
171. Antigua's work force was 81% local; Jamaica's was 93% local. The rest fell between these two extremes, except for Bermuda which employed a force composed of 14% local and 86% United States personnel. Conn, et al., Guarding the U.S., p. 381.

This large pool of local labor caused more difficulties than did the United States employees. The principal problem presented by these laborers derived from the fact that they were untrained in almost every aspect of the modern construction process. They were not prepared to use modern techniques and equipment, and in many cases they seemed to be unwilling or unable to be trained. The Antilles Division Engineer Office reported that it required "three or four natives to accomplish as much as one continental American."[172] In the Caribbean, and especially at Trinidad, the local labor force was further handicapped by illiteracy, difficulty in understanding different English, United States and Trinidadian dialects, and the existence of a class system based on social status, employment classification, and place of birth (on or off the island of Trinidad).[173]

Newfoundland had its own peculiar labor problem. Most of the local laborers were fishermen with a different cultural pattern than that of their supervisors and employers. They were inclined to take long weekends (Friday through Monday) in order to spend all of Sunday at home. They were accustomed to working only during the summer and some went home in November and stayed there until spring arrived; others worked in the winter at the bases and returned to fishing in the summer. Under such circumstances, the 20 per cent turnover rate was not considered excessive.[174]

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172. "Construction and Real Estate, Caribbean," pp. 173-174.
173. U.S. Navy, Building the Navy's Bases, Vol. II, pp. 27-28. The social classes happened to coincide in many instances with racial groupings, a point which led many United States personnel to misinterpret the system as one which was primarily racially oriented. See North Burn, "United States Base Rights in the British West Indies, 1940-1962" (Unpublished Ph.D. Thesis, The Fletcher School of Law and Diplomacy, Tufts University, 1964), pp. 50-52.
174. "Army Bases, Newfoundland," pp. VI-4 through VI-8; Conn, et al., Guarding the U.S., p. 383.

Collective bargaining and the War Department's policy of refusing to recognize any union as the sole bargaining agent for local labor produced minor difficulties on several occasions. There was a brief debate of the "union shop" question at Jamaica but it proved fruitless, and there was a short strike over similar issues at Trinidad. At Bermuda, however, the Governor managed to have the local labor board act as an intermediary and the problem of unions never arose.[175]

Another labor difficulty arose from the difference between the wage rates paid to United States employees and those paid to local employees. As noted above, "continentals" received very high pay as an inducement to work under difficult conditions. By contrast, each base construction contract contained a clause requiring the contractor to pay local laborers the prevailing local wage rates. This scale was used to avoid a severe drain on the local labor market and prevent a competitive increase of wages which would have been disastrous for local employers.[176] Although the contractors usually selected the highest local wage rates as their standard (thus placing a drain on the local labor supply), there was still a huge difference between the pay received by a local laborer and by a continental for the same job.[177] This wage problem was never completely solved, but its impact was gradually alleviated. Local wage rates were

175. Conn, et al., Guarding the U.S., pp. 381-382.
176. U.S., Department of State, The Caribbean Islands and the War: A Record of Progress in Facing Stern Realities (Washington: Government Printing Office, 1943), p. 43.
177. Conn, et al., Guarding the U.S., p. 381, cites a situation in British Guiana where the local laborers received $2,80 per day and United States personnel received $10.00 per day for the same job. Dziuban, Military Relations Between the U.S. and Canada, p. 169, points out, however, that in many cases the lower local wage rate could be justified by the lower productivity of local laborers and their high rate of absenteeism.

allowed to rise slowly and when the contractors and their employees departed, the difference between wage rates grew less conspicuous and therefore less annoying to the local laborers.

Additional construction problems were produced by the very nature of the sites. As was noted in the discussion of internal transport, the base sites were in isolated areas, generally removed from the populous centers of the colonies. This isolation combined with the primitive conditions existing at the sites to produce a morale problem among the construction crews which was serious enough to lower their effectiveness.[178] As one writer observed with reference to Bermuda, the major morale problems derived from a lack of beer, which was temporary, and a lack of women, which was permanent.[179]

The topography and the vegetation of the sites also complicated construction. The sites at Trinidad (Waller Field), St. Lucia and British Guiana (Atkinson Field) were covered by virgin jungle which had to be cleared before construction could start. In the first 2½ months of work at Waller Field, only 3,000 feet of runway had been cleared and partially graded.[180] At Bermuda, the base sites consisted largely of areas covered by shallow sea water. Their development involved a tremendous amount of dredging and filling. In addition to the 39 acres of land reclaimed at the Naval Air Station, 16 million cubic yards of fill were dredged from the bottom of Castle Harbour to form 750 acres at Kindley Field.[181] In In Newfoundland, the Argentia peninsula was covered by a layer of peat from two to twenty feet thick. Over eight million cubic yards of it had

178. "Construction and Real Estate, Caribbean," p. 173.
179. Philip Goodhart, Fifty Ships that Saved the World, p. 228.
180. "Construction and Real Estate, Caribbean," p. 179.
181. Watson, et al., Bermuda, pp. 122, 123.

to be removed in order to erect buildings on a solid soil surface.[182]

Health conditions were also a source of difficulty. Trinidad, like Jamaica, had a problem with malaria. Throughout the construction phase, a force of about 200 men was continuously engaged in anti-malaria work: spraying bogs with oil, digging drainage systems and filling depressions with over two million cubic yards of dredged fill.[183]

Another construction problem was presented by the climate at the bases, which ranged from the intense cold of Newfoundland to the tropic heat and humidity of the Caribbean. The Newfoundland weather affected shipping as well as construction. In the summer, ships encountered severe fog; in the winter, they were beset by ice and storms. At the Newfoundland sites, the winter (November through April) was cold enough to prohibit the laying of concrete for projects such as runways and foundation footings for buildings, but it was not excessively cold. A greater obstacle was presented by the fact that the ground was continuously covered by snow. The prevailing high winds made it necessary to conduct constant snow clearance operations to prevent drifting.[184] The climate was equally frustrating at Bermuda. In the summer workers could not be exposed to the severe heat for very long and a significant amount of time was lost changing clothing after the frequent drenching rains which swept the area. In the winter, high winds, cool temperatures and prolonged rains combined to delay the work.[185] Construction at Trinidad was also delayed by an extremely heavy rainy season in 1941.[186]

A final problem encountered in the construction process was related

182. U.S. Navy, Building the Navy's Bases, Vol. II, p. 48.
183. Ibid., p. 24.
184. "Army Bases, Newfoundland," p. VI-8.
185. "Army Bases, Bermuda," p. VI-5.
186. "Construction and Real Estate, Caribbean," p. 181.

to the problem of acquiring land and compensating private property owners: the removal of residents from the construction sites. In most cases, uninhabited areas or regions of minimal population were chosen for the base sites, so the problem only arose in a few places. In Bermuda, in spite of the popular apprehensions expressed in the Bermuda Committee's report, the resettlement of the dispossessed residents of St. David's Island took place gradually and without repercussion. Similarly, an entire Trinidadian village of several hundred people was relocated without serious difficulties.[187] It was only at Newfoundland that there were problems.[188] The situation was especially anncying when additional areas were acquired at Stephenville (Harmon Field) under the second supplement to the 99-year lease. The local government knew of the impending transfer, as did many local residents. The government did nothing to prevent those residents from establishing all sorts of businesses and buildings on the prospective base site, actions taken solely for the purpose of acquiring large compensation awards from the United States.[189] Because those people were primarily motivated by this ulterior interest, and not their desire to stay on the land, obtaining their physical removal was not too difficult. Moreover, since the burden of their scheme ultimately fell upon the British government, the situation need not be given further consideration here.

In the field of operational difficulties, each base had different specific problems, yet certain general problems were present at almost all the bases. They were primarily problems of an organizational nature regarding the coordination of local defenses, operations and command.

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187. U.S. Navy, Building the Navy's Bases in W.W. II, Vol. II, p. 24.
188. The real problem was financial. See pp. 245-246 above.
189. "Army Bases, Newfoundland," p. IX-4.

The local defense problem arose from the shortage of British and colonial defense forces at the base-site colonies in late 1940 and early 1941. Except for Newfoundland which, under Canadian auspices, had better defenses than all the other sites, they ranged from no forces at all in St. Lucia to light forces in Trinidad.[190] The lack of independent local defenses meant United States forces at the leased bases would have to participate in any local defense effort. To do this efficiently, some sort of coordination or planning to allocate defense responsibilities was required. The subject was excluded from the London negotiations and transferred to Anglo-American military staff discussions held during the spring and summer of 1941. The two major defense issues were the role of the colonial Governors and the command of the defense forces. As a result of the discussions, Britain announced that although the colonial Governors bore the title of Commander-in-Chief of the defense forces, they had not been vested with actual command authority by the King and therefore were not empowered to direct military operations.[191] The staff conferences also produced an agreement on the organization for coordinating local defenses. Each colony was to establish two defense agencies, one to prepare coordinated military and naval defense plans, and another to draw up a combined defense plan which included and coordinated all subordinate military and civil defense plans. The agreement also provided that the senior United States base commander would command the local defense force.[192]

Implementation of the local defense plans varied. At Jamaica, the mission and garrison of the United States base had been so drastically reduced from original plans that the Canadian forces at Jamaica outnumbered

190. Conn, et al., Guarding the U.S., p. 357.
191. Ibid., p. 416.
192. Ibid., p. 417. Although signed on August 30, 1941, the agreement and its plans did not go into effect until December 12, 1941; also, U.S. command did not extend to Newfoundland and the Bahamas. See p. 273 below.

United States forces and the Canadian commander outranked his United States counterpart. As a result, in January 1942, it was agreed that the Commander of the Canadian and British troops would command the local defense forces until such time as the strength and composition of the United States forces warranted a change. Since the contraction of the Caribbean theater began soon thereafter, these command arrangements were never changed.[193]

At Trinidad, the commander of United States Army forces had steadfastly resisted early efforts to include United States forces in local defense programs controlled by the Governor. As a result, there was no formal coordination of defense plans until after the agreements of August 30, 1941 went into effect. Although it deviated slightly from the agreements, the procedure used at Trinidad was successful, and coordinated plans for port security, censorship, medical care, anti-aircraft defenses, intelligence, and other aspects of local defense were soon drafted.[194]

At Bermuda, the United States Army commander had established a local defense plan with the United States Navy commander soon after the Army forces arrived on April 20, 1941.[195] Defense arrangements established later under the agreements of August 30, 1941 were more complicated and carried overtones of a serious rivalry among United States military services. Responsibility for the defense of Bermuda was assigned to the Commander-in-Chief, U.S. Atlantic Fleet. In the event of an attack, direct command of Bermuda's defense forces would be assumed by either the senior officer of the local defense force or, if he was senior to that officer, by the Senior Officer Present Afloat in the United States naval forces at Bermuda.

193. Conn, et al., Guarding the U.S., pp. 419-420.
194. Ibid., pp. 418, 419.
195. Ibid., pp. 389-390.

If this duty fell to the Senior Officer Present Afloat, he was authorized to use the local defense force to support the naval forces; if its fell to the senior officer of the local defense force, he was authorized to assign defense duties to the fleet units in Bermuda provided those duties would not interfere with larger fleet operations.[196] This situation was complicated by the fact that the Army commander (Brigadier General Alden Strong), being senior in rank to the commander of the naval base (Captain Jules James), was normally the senior office (and thus commander) of the local defense force. The very nature of Bermuda's defenses, primarily military or primarily naval, thus hinged upon the question of which officer happened to be senior at the time defenses were mobilized. This was clearly a very cumbersome and inefficient compromise arrangement. The defense of Bermuda did not become a wholly naval responsibility until late February 1942, when Captain James was promoted to Rear Admiral, one full grade above a Brigadier General. Rear Admiral James thus became senior officer and commander of the local defense force.

Intertwined with the local defense problem was that of unity of command. This difficulty existed on two levels: internationally between British and United States forces, and intranationally among the various branches of the United States and British forces. Internationally, the unity of command issue was resolved by the Anglo-American military staff conferences mentioned earlier. By another agreement of August 30, 1941, Britain and the United States agreed that a unified command could be established on instruction from the two governments when there was an attack on the territory, or automatically whenever Britain and the United

196. Conn, et al., Guarding the U.S., p. 544.

States were "mutually associated in a war against a common enemy."[197] In each case, command was to be exercised by the officer commanding the strongest force in the territory or the one from the nation with the greatest strategic or tactical interest in the territory. Subject to later review, it was agreed that United States commanders would lead the combined forces at all but the Newfoundland and Bahamas sites.[198]

Although the unity of command and local defense agreements were negotiated and signed during the summer of 1941, they did not go into effect at once. The arrangements were not approved by the United States Army-Navy Joint Board until September 19, 1941. The Secretaries of War and the Navy made minor changes before they approved the agreements and submitted them to the President on December 1, and the President waited until December 12, 1941 to sign them. Since the United States was then a belligerent associated with Britain in a common war against Germany, the provisions of the agreements, including unified command of local defense forces, went into effect immediately.[199]

The problem of unification of command and division of responsibilities within the national forces was less easily solved. The source of the problem in most cases was not really command itself but the access to and control of resources which accompanied command. Each time the unity of command issue was raised, the circumstances were similar, and "one commander was looking with longing eyes at the means [to accomplish a mission] under the control of another."[200] In some cases this interfered with the prosecution of the war. Both the Army and the Navy were developing air anti-submarine techniques in what soon became a competitive atmosphere.

197. Conn, et al., Guarding the U.S., p. 417.
198. Ibid., pp. 417-418.
199. Ibid., p. 417.
200. Ibid., p. 330.

Since the Navy's Caribbean Sea Frontier commander exercised unified command over anti-submarine operations in that area, Army units sent to reinforce the Caribbean air garrison were retained under the technical control of their parent command so they were not "lost" to the Navy.[201] Consequently, the new forces were not properly integrated into the established command and operating procedures, operational effectiveness was reduced, and technique improvements which might have been achieved by a cooperative approach were lost. It was not until mid-1943 that this problem was resolved by assigning responsibility for air anti-submarine warfare to the Navy, but by then the Caribbean theater was in its declining stage and the clear division of responsibilities had no significant impact on the war in that area.[202]

Another command problem and interservice dispute persisted in Bermuda throughout 1941. It resulted from an uncertainty regarding the mission of the Bermuda base. If that mission was to control the seas in the west-central area of the North Atlantic, then the base belonged under unified naval command; if its purpose was to protect the continental United States from attack, then as the Army's General Headquarters argued, an Army officer should exercise unified command at Bermuda.[203] While this point was debated, a related issue arose. The Navy insisted that the primary mission of its patrol bombers stationed at Bermuda was to support fleet operations (under Navy control). The Army argued that the bombers should be assigned primarily to local defense missions (under Army control).[204] These difficulties were not settled until the responsibility for defending

201. Conn, et al., Guarding the U.S., pp. 434-435.
202. The Army Air Force was assigned the primary responsibility for developing and conducting strategic bombing in exchange for its loss of the anti-submarine mission. Ibid., pp. 435-436.
203. Conn, et al., Guarding the U.S., p. 542.
204. Ibid., p. 541.

Bermuda was placed completely in the Navy's hands early in 1942.

The problems of local defense and unity of command at both the national and international levels were more serious at Newfoundland than elsewhere. Attempts to define and allocate responsibility for the defense of Newfoundland had begun at least as early as October 1940. The basic Canadian-United States defense plan prepared at that time omitted any mention of unified command and organization, probably because there was no agreement on those points.[205] The United States offered to correct this omission by assuming control of the Newfoundland forces or by assigning command responsibility to Canada until such time as United States forces were preponderent in the area, but neither suggestion was acceptable to Canada.[206]

The problem of command at Newfoundland was not solved when joint war plan ABC-22, the first detailed plan to implement the joint basic defense plan, was prepared. ABC-22 assigned primary defense and command responsibility to the sovereign state, but since neither the United States nor Canada was sovereign in Newfoundland, its defense was declared to be a common responsibility, to be shared by the United States and Canadian Armies and the Royal Canadian Air Force. Coordination was to be arranged through mutual cooperation.[207] Unfortunately, numerous complicating factors prevented effective coordination through cooperation.

One of these complicating factors was the number of individual commands or forces present in Newfoundland: the United States Army and Army Air Force Newfoundland Base Command; the United States Navy Operating Base and the convoy control headquarters at Argentia; the Royal Canadian Navy

205. Dziuban, Military Relations Between the U.S. and Canada, p. 89.
206. Ibid.
207. Ibid., p. 105.

Newfoundland Force; the Canadian Army Force, Newfoundland; and the Royal Canadian Air Force Group Number One.[208] In spite of a theoretical separation of defense responsibilities along national lines (the Newfoundland Base Command was only responsible for defending United States facilities in Newfoundland), as a practical matter, if Newfoundland had been attacked, all five commands would have responded. Limited liaison to reduce duplication of effort took place in accordance with the provisions of ABC-22, but it did not lead to the preparation of a single defense plan for the island.

The next attempt to settle the Newfoundland defense problem came from the Canada-United States Permanent Joint Board on Defense. In December 1941, the Board's twenty-second recommendation suggested that joint defense efforts be decentralized by having local commanders prepare mutually agreeable combined defense plans for their respective areas. This proposal avoided the question of over-all command and command relationships and actually depended upon the same methods invoked by ABC-22: voluntary cooperation. Nevertheless, efforts to implement this recommendation produced some notable progress as several local joint defense plans were drafted.

Another factor contributing to the international difficulties over command and defense responsibilities was the lack of unity within the national forces in Newfoundland. The Canadian Army and Air Force maintained rather hostile relationships without any unified command. Neither force could act except after consultation and approval by higher authorities outside Newfoundland. The United States Army and Navy had not yet resolved

208. Dziuban, Military Relations Between the U.S. and Canada, p. 116. Except as otherwise noted, the following discussion of command relationships at Newfoundland is based on information in Ibid., pp. 116-120.

their dispute over the exercise of unified command in the North Atlantic area, and the decision to assign unified command of air anti-submarine operations based in Newfoundland to the Navy was the source of additional hard feelings.

The first step along the path which ultimately solved the problem at Newfoundland was taken by the Newfoundland Commission. In February 1942, after proposing a defense council on which the Commission, Canadian forces and United States forces would be represented, the Commission complained to Canada that coordination by cooperation had been unsuccessful and implied that lack of a unified Canadian command structure in Newfoundland was a major obstacle to further progress in defense planning. In the following month, the Canadian Prime Minister announced that the Canadian Army would assume unified command of all Canadian forces in Newfoundland. The Army promptly established a joint operations center to coordinate Canadian forces, and by the end of 1942 the coordination problem had been eased by United States representation and participation in the joint operations center. It soon proved possible to coordinate operations and planning to such an extent that the command question faded from active concern.

To conclude the account of the Newfoundland situation on an optimistic note, it appears that the command and defense planning difficulties had little effect at the lower echelons and in the operating forces, at least within the naval services. In the summer of 1941, when the United States Navy commander at Argentia was assigned unified command of all ocean escorts in the Western Atlantic area, Canada's Newfoundland Command and several Canadian coastal commands were placed under the direct control of a United State naval officer. This could have been a source of irritation to the Canadian forces because all the Canadian commanders had two years

of war experience, whereas the United States commander had little or no war experience and was technically still a non-belligerent.[209] The potential friction in this situation never materialized. The commanders involved were "realists and diplomats."[210] Their staffs established and maintained excellent liaison. They soon developed a program for taking the neophyte United States personnel to St. John's where experienced Canadians taught them how to "master the intricacies of the convoy-and-escort system."[211]

Among the general problems which arose during the construction and operation of the bases was the difficulty of establishing and maintaining good social relations between United States forces (including contractors and their employees) and the local residents. This problem existed at all overseas bases in varying degrees, but its effect was aggravated by the geographic isolation of the bases under consideration here. At least part of the problem was caused by inadequate attention to the emotional needs of men on foreign duty, especially when compared to the efforts made to ensure their physical comfort. As expressed by an Army historian:

> Too little cognizance was taken of the incapacity of Americans generally to adapt their ways to those of strangers or to take comfort and serious interest in unfamiliar surroundings. Too little attention was given to preparing the men for the antipathy of a local populace, however friendly, toward any foreign garrison, however well-intentioned.[212]

The problem of social relations was most serious at Bermuda where construction workers caused quite a disruption of life. While many of the

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209. Joseph Schull, The Far Distant Ships (Ottawa: Queen's Printer, 1952), p. 96; Conn, et al, Guarding the U.S., p. 542.
210. Schull, Far Distant Ships, p. 96.
211. Ibid., p. 97.
212. Conn, et al., Guarding the U.S., p. 403.

workers were accompanied by their families (before December 1941) and led orderly, normal lives, life aboard the barracks-ship Berkshire has been likened to that of a frontier town.[213] The tendency of these workers to devote their non-working hours to drinking, gambling and looking for women led to frequent disturbances and disorders and an increase in prostitution. The situation was so bad that in September 1942, when S.S. Mauretania announced it would have sufficient passenger space to remove all of the remaining contractors' employees (over 1,000 persons), Admiral James noted in the base War Diary that his staff was "turning handsprings of joy."[214]

The military personnel were less of a problem at Bermuda. This was due no doubt to the fact that they were subject to military discipline and also because they received considerably lower rates of pay. Although they were less conspicuous than the civilian workers, even the military personnel were considered "out of key with Bermudian life" and "a discordant element."[215]

The military personnel at Bermuda needed recreation activities and this led to another serious problem of social relations. Attempts to operate a United Service Club in Hamilton led to bitter recriminations and hard feelings. The club was financed by the United States but operated first by a charitable organization and later by a Bermuda committee. Goods sold in the club, including beer, were subjected to the full burden of Bermudian taxes and prices rose until the club became "a raffish beer joint."[216] When the United Services Organization (USO) refused to assume

213. Frederick Lewis Allen, "Bermuda Base," Harper's Magazine, September 1943 (Vol. 187, No. 1120), p. 346.
214. "Navy Admin. History, Atlantic Fleet, Vol. V," p. 23.
215. Allen, "Bermuda Base," Harper's Magazine, September 1943, p. 346.
216. "Navy Admin. History, Atlantic Fleet, Vol. V," p. 27.

operating responsibility for the club unless it stopped selling beer, the Commandant of the Naval Operating Base decided to establish a service-operated club. His request for permission to establish a tax-free, service recreation area was approved. The first area was soon established at Riddle's Bay and another was opened later at Elbow Beach. Throughout, the source of the difficulties had been the fact that the Bermudians thought the recreation and service agencies should be operated as profit-making commercial ventures. Their attitude strongly ressembled the position taken by colonial representatives on financial issues during the London negotiations. The military commanders disagreed with this idea; they considered the operation of recreation facilities to be an essential service to the troops and one which should be rendered for the purpose of improving morale, not making a profit.[217] This divergence of viewpoints could not be accommodated by compromise and military-operated recreational facilities offered the only arrangement satisfactory to the United States forces.

Social antipathy between Bermudians and United States forces was also aggravated by local fears that United States policies of racial segregation might be implanted in the colony. This was considered especially dangerous since the merit-based local class system had incidental color overtones at the extremes; there was fear it would be interpreted as a system which was primarily racial.[218]

The severe social stresses in Bermuda, as at the other bases, were temporary. By 1943, when the worst causes of friction, the undisciplined construction workers, had departed, relations were beginning to improve.

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217. "Navy Admin. History, Atlantic Fleet, Vol. V," p. 31.
218. W. Adolphe Roberts, "Caribbean Headaches," The Nation, September 20, 1941 (Vol. 153, No. 2), p. 251; Eric Williams, "Crossways of the Caribbean," Survey Graphic, November 1942 (Vol. 32, No. 11), p. 514.

Local residents took pride in the role played by the local base and they began to realize that their initial fears regarding the bases, especially on the segregation and racial questions, had not been justified. Local life was not totally disrupted, the bases were not eyesores, and colonial independence had not been damaged.[219]

Recalling Ambassador Winant's prediction, there were several instances in which the personal character of base commanders had strong influence on the development of relations with local authorities.[220] In selecting the first commanders for the bases, it appears that the possession of diplomatic skills, the ability to cooperate with officials of a different country, and the ability and willingness to follow traditional channels of diplomacy and international relations were not major determinants. As with most military assignments, professional competence and the exigencies of the service were the main selection criteria. It is most likely, however, that this situation was the result of an inability to assign personnel of the appropriate temperament rather than an unwillingness to do so. Personnel records rarely contained the data needed to identify officers with the desired character traits and qualities; there was no choice but to rely on the usual assignment criteria.[221]

Bermuda was one of the bases at which the personal character of the commanding officer had a significant influence. After being ordered to duty as the Commandant of the Bermuda Naval Operating Base, Captain (later Rear Admiral) James arrived to find that there was no Naval Operating Base and only the barest beginnings of an air station. Captain James proceeded to exert all his authority and influence to create a genuine operating

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219. Allen, "Bermuda Base," Harper's Magazine, September 1943, pp. 348-349.
220. See pp. 217-218 above for Ambassador Winant's remarks.
221. Conn, et al., Guarding the U.S., p. 408.

base, and in the process he irritated many people. When Admiral King, then Commander-in-Chief of the Atlantic Fleet, visited Bermuda to investigate rumors that Captain James was becoming persona non grata with local officials, he reported to the Chief of Naval Operations that such tales were groundless and that local relations were good.[222] Admiral King acknowledged that Captain James' "zeal and energy sometimes outran his tact and discretion," but under the circumstances, he could find no great fault in such conduct.[223]

Overall, however, the situation at Bermuda was far less trying than it could have been if less competent and understanding personnel had been involved. Instead of the customary military officer, the British appointed a tactful civilian, Lord Knollys, Governor of Bermuda in August 1941. The title of the senior Royal Navy officer at Bermuda was changed from Commander-in-Chief, Atlantic-West Indies Station, to Senior Naval Officer, Western Atlantic, so that the job could be assigned to an officer junior to the United States naval commander. Rear Admiral Ingram C. Sowell, who relieved Rear Admiral James, was likeable and cooperative and willing to maintain the necessary degree of control over United States personnel; his Army counterpart, Brigadier General Alden G. Strong was also cooperative, diplomatic and able to maintain good relations with the local government.[224]

At Trinidad, relations between the United States Army commander and the Governor were so bad that they eventually resorted to retaliatory measures against one another.[225] Both men were blunt and outspoken and

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222. King and Whitehill, Fleet Admiral King, p. 340.
223. Ibid.
224. Allen, "Bermuda Base," Harper's Magazine, September 1943, p. 347.
225. Conn, et al., Guarding the U.S., p. 406. When the Governor of Trinidad refused to grant a right of audience to United States military counsel at the local courts in Trinidad (a violation of the Base Lease Agreement, Article VII), the Commanding General retaliated by refusing to permit the service of process on United States military personnel (a violation of Article VI of the Base Lease Agreement).

each believed that the prestige of his own government required an unyielding attitude toward the other. On at least five occasions the Army commander had to be directed by higher command to comply with an agreement made in June 1941 and conduct his relations with local authorities via the United States Consul at Port of Spain.[226] The problem was resolved early in 1942 when both of the conflicting personalities were replaced. General Talbot was relieved by an officer with more rank and experience in January 1942 and Governor Young was replaced shortly thereafter. By April 1942, it was reported that the "atmosphere was noticeably clearer."[227]

Criminal jurisdiction and the division of responsibility established by the Base Lease Agreement of March 27, 1941 were the source of another set of problems at the bases. Neither the local officials nor the United States authorities fully understood or accepted the concurrent jurisdiction situations which were possible under the agreement. Consequently, the waiver or exercise of jurisdiction in such cases often led to criticism and popular disapproval. Two particular incidents stand out. Both involved charges of murder committed outside the leased area by a member of the United States forces. The first occurred at Antigua. When a United States Marine was charged with murder, both the United States and Britain acknowledged the existence of concurrent jurisdiction. The United States asked local authorities if they objected to a trial by United States Court-martial (i.e., the United States asked Britain to waive its jurisdiction) and they replied that they did not object. The United States also agreed that it would not dispute a British statement to the effect that

226. Conn, et al., Guarding the U.S., p. 406.
227. Ibid., p. 419, quoting the report of an inspection by Under Secretary of War Robert P. Patterson.

recognition of United States jurisdiction did not constitute a complete abandonment of local or British jurisdiction in this or similar cases. This statement reassured local residents who had foreseen a practical return to the Schooner Exchange concept with foreign military forces totally exempted from local jurisdiction.[228]

In the second case, which occurred in Trinidad, there probably would have been little difficulty if the procedure used at Antigua had been followed. Instead, when a United States soldier was charged with murdering a civilian outside the leased area, the Acting Governor resisted pressure from the legislature and did not raise the question of jurisdiction.[229] When he finally requested that the Army commander issue a letter to "quiet any public agitation," the base commander replied with a promise that the accused would be tried by a United States Court-martial and that the colonial government would be invited to send representatives to the trial.[230] The point at issue--the existence of concurrent jurisdiction--was not mentioned. Before the base commander's letter was delivered, the Governor returned to Trinidad and immediately asked the United States Consul to prepare a letter similar to that used at Antigua acknowledging dual jurisdiction. At this point, administrative delays complicated the situation. The Consul at Trinidad had received no instructions on such concurrent jurisdiction situations so he referred the Governor's request to the State Department. Meanwhile, preparations for trial by court-martial began. A few days before the court was scheduled to convene, the Governor of Trinidad admitted it was too late to do

228. Conn, et al., Guarding the U.S., p. 405.
229. The Secretary of the Colony was Acting Governor while Governor Young was off the island.
230. Conn, et al., Guarding the U.S., p. 405.

anything except issue a full waiver of jurisdiction. He agreed to do so if the United States Consul would republish the base commander's announcement of pending court-martial proceedings (i.e., the Governor was forcing formal relations with the base commander to be conducted via the Consul). The Consul did so and the Governor waived jurisdiction.

The day after the trial began, the Consul's action in referring the question to Washington took effect as the War Department directed the base commander to postpone the trial until the Governor's original proposal (the Antigua procedure) could be completed. This was obviously impossible, so the trial proceeded on the basis of the waiver of jurisdiction by local authorities. The entire situation was aggravated still further when the court-martial acquitted the accused and local authorities were powerless to hold a re-trial. As a result of this incident, the Governor demanded that in any future instances of concurrent jurisdiction, a procedure for notifying the local government via the United States Consul be established and adhered to and that a procedure assuring ample time for waivers of jurisdiction be established.[231]

Reluctance of local legislatures to implement the provisions of the Base Lease Agreement of March 27, 1941 was another persistent problem in the development and operation of the bases. Since the Base Lease Agreement was not a treaty but an executive agreement, it was not automatically incorporated into colonial law. The Agreement was actually inferior to local laws and where there were laws which conflicted with provisions of the Base Lease Agreement, they remained in effect until repealed by the local legislature. The attitude taken toward such conflicts was consistent in large measure with the positions taken by the colonial representatives at

231. Conn, et al., Guarding the U.S., pp. 405-406.

the London negotiations. There was a tendency to protect local interests and make the bases a source of revenues for the local treasury. Instead of enacting a general law repealing all acts repugnant to the Base Lease Agreement, the colonial legislatures treated each conflict situation when and if it arose.[232]

At Trinidad, stamp taxes on steamship tickets and bank checks were ruled applicable to checks and tickets used by United States personnel even though this violated Articles XIV and XVII of the Base Lease Agreement.[233] The refusal to grant the right of audience and the retaliatory refusal to serve process at Trinidad have already been noted.

At Bermuda, the problem focused on customs duties and wharfage fees. Although the Base Lease Agreement was signed on March 27, 1941, the Bermuda Assembly did not pass an act to allow remission of customs duties until June 27, 1941.[234] Even then the law did not meet the full obligations of the Base Lease Agreement because the local authorities tried to impose the taxes whenever they could muster the slightest justification. Household goods and personal belongings were taxed. Bulk petroleum products not consigned directly to the United States Army or Navy were subjected to duties, and fuel oil purchased in steel drums rather than in bulk was taxed on the grounds it fell into the taxable category of "sundry merchandise."[235] An attempt was even made to levy import taxes on items which the Navy Exchange at the Naval Air Station had purchased from the Admiralty Prize Court. These goods had been impounded from passengers and vessels which stopped at Bermuda en route to the United States.[236]

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232. Conn, et al., Guarding the U.S., p. 404.
233. Ibid.
234. Ibid.
235. "Navy Admin. History, Atlantic Fleet, Vol. V," p. 36; Conn, et al., Guarding the U.S., p. 404.
236. "Navy Admin. History, Atlantic Fleet, Vol. V," p. 36.

The Bermuda government also continued to apply wharfage fees on all goods going to the leased areas, whether unloaded through the local port facilities or directly into the leased areas.[237] The United States finally obtained an agreement to limit wharfage charges to those occasions when Bermuda's wharfs were actually used. Duty-free import arrangement received severe criticism when commissary and exchange privileges were expanded and there was an immediate decline in local business and official revenues as local sales and the taxes from food imports decreased.[238] Investigations by United States authorities failed to substantiate the accusations that duty-free goods were passing into local markets.

Bermuda seems to have been especially slow to pass legislation supporting the Base Lease Agreement. Prime Minister Churchill visited Bermuda in January 1942 and when he addressed the members of the Bermuda Assembly, he "pleaded with them to give their assent and all their support to the establishment of the United States naval and air bases in the island."[239] According to Mr. Churchill, "they did not demur;" however, it was not until 1951 that the Bermuda Assembly passed an act to implement the Base Lease Agreement, and even then it excluded the modified jurisdiction article.[240]

The construction, development and operation of the United States bases had a major impact on the social and economic life of the colonies in which they were situated. In the social area, the primary impact of the bases was the introduction of modern life and modern techniques of

237. "Navy Admin. History, Atlantic Fleet, Vol. V," p. 42; Conn, et al., Guarding the U.S., p. 404.
238. "Navy Admin. History, Atlantic Fleet, Vol. V," p. 38.
239. Winston S. Churchill, The Grand Alliance, volume 3 of The Second World War (London: Cassell and Company, 1950), p. 626.
240. Ibid.; Bermuda, Public Act No. 52, 1951; Also see Great Britain, Colonial Office, Report on Bermuda for the Years 1951 and 1952 (London: H.M.S.O., 1953), pp. 3, 35.

construction and management to the colonies. Traditional patterns of life at the isolated island sites were forced to adjust to the twentieth century's increasingly rapid tempo. All the sites acquired some degree of "Americanization."[241] They also acquired daily air and radio communications with the rest of the world, reducing both their geographic and their intellectual isolation. These changes had long-term implications for almost every aspect of local life. Modernization was accompanied by the problem of "rising expectations" among the population; it spawned nationalistic sentiments that bode ill for the future of colonial relations in some cases and for the continued occupation of the bases in others. An irreversible process of accelerated change was begun.

Individual sites were affected in different ways by the bases. At Bermuda, the adjustment required by the resettlement of the residents of the leased areas was much more profound than it was elsewhere due to Bermuda's dense population.[242]

In many cases, the bases were accompanied by an improvement in the health of the local population. In Newfoundland this occurred through the work of military medical officers and the United States Public Health Service facilities which were operated on the island. They were particularly effective in correcting dietary deficiencies and reducing the number of tuberculosis cases.[243] In the Caribbean area, reclamation and sanitation projects and anti-malaria campaigns such as those conducted at Trinidad and Jamaica improved the general level of health.

The bases had their most significant impact in the economic field.

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241. Watson, Bermuda, p. 124.
242. D. W. Buchanan, "Defense Outpost for North America," Canadian Geographic Journal, September 1941 (Vol. 23, No. 3), p. 107.
243. Dziuban, Military Relations Between the U.S. and Canada, p. 169.

The war generally tended to depress the colonial economies. Bermuda lost its tourists because of wartime travel restrictions and because the passenger liners which offered regular trips to Bermuda were requisitioned for war service.[244] Newfoundland's economy was hit by the loss of shipping facilities and the increased danger involved in offshore fishing during hostilities. As a major exporter of fish, Newfoundland was also hurt by the drastic reduction of international commerce during the war. The war was depressionary in the Caribbean, too. The Bahamas and other islands lost their tourist trade, and the lack of shipping halted the export of agricultural products such as Jamaican bananas which were customarily sold in Britain.[245]

Construction of the United States bases offset many of these negative effects of the war. As the United States employed local labor to a maximum extent, unemployed Newfoundland fishermen became laborers at the bases while Jamaican field hands and their counterparts in St. Lucia, Trinidad and other tropical sites made similar occupational changes.[246] Local laborers employed in base construction were paid the local wages prevailing for similar work, but as the supply of labor became scarce, the wage rates crept upward in an effort to draw more people into the labor market.[247] Total wage bills rose and spending in the local economy increased. This, combined with the higher costs of shipping (especially insurance) caused the cost of living to increase at most of the base sites.[248] This,

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244. Allen, "Bermuda Base," Harper's Magazine, September 1943, p. 347.
245. U.S., Department of State, The Caribbean and the War, p. 6.
246. "Beane Field," Spotlight, October 1958, p. 15; Dziuban, Military Relations Between the U.S. and Canada, p. 169; U.S. Department of State, The Caribbean and the War, pp. 6, 37.
247. Wages were also increased surreptitiously by over-classifying laborers to semi-skilled or skilled categories and by liberal use of overtime work and overtime pay. Burn, "U.S. Base Rights in the British West Indies," p. 27.
248. R.A. MacKay, ed., Newfoundland: Economic, Diplomatic, and Strategic Studies (Toronto: Oxford University Press, 1946), p. 127; Allen, "Bermuda Base," Harper's Magazine, September 1943, p. 347.

of course, induced laborers to demand higher wages, and suddenly all the elements of a classic inflationary spiral were present. Fortunately, the spiral did not develop.

Although base construction offset much of the war-induced unemployment, it did so at the expense of the traditional economic patterns of the colonies. Agriculture and the native craft industries which had been the basis of St. Lucia's economy before the war were virtually wiped out in order to provide sufficient labor to build the bases.[249] Newfoundland's fishing industry suffered similarly, as did the tropical food producers in the Caribbean.

Base construction also tended to inflate the local economy through the sheer magnitude of the local spending which it induced. Not only were local laborers spending the pay which they earned at the bases, but United States construction personnel and military forces were also spending a considerable proportion of their pay in the local economy. In addition, the builders maximized their purchases of building materials from local suppliers, further swelling the local economy. The exact amount and the direct effect of all this spending is very difficult to determine. At Bermuda, it has been estimated that the contractors paid salaries of nearly a quarter million dollars per week during the construction phase, while service personnel stationed at Bermuda received close to a million dollars per month.[250] Since the portion of this income which was spent in the local economy was devoted largely to the purchase of imported goods on which Bermuda applied a high import tax, local government revenues were also protected from the drastic decreases which the war alone would have

249. "Beane Field," Spotlight, October 1958, p. 15.
250. Jim Bishop, "Our $50,000,000 Base at Bermuda," Collier's, September 9, 1944 (Vol. 114, No. 1), pp. 69, 70.

caused.[251] At Newfoundland, in August 1941, local laborers were receiving an estimated $3 million per month in wages for construction work at the bases.[252] One economist has made calculations which indicate that employment of local labor, induced rises in general wage rates and stimulated spending by personnel stationed in Newfoundland combined to at least double Newfoundland's national income.[253]

At the end of the construction phase, there were forecasts of widespread unemployment and recession at the base-site colonies. Plans were made to offset the sudden decline in employment at the bases, and in combination with several unforseen events, they were successful. Trinidad and British Guiana, for example, planned public works projects as needed to absorb free labor, but at St. Lucia, the end of base construction was expected to be beneficial because it would ease a severe labor shortage in what remained of the agricultural sector.[254] At Bermuda, the effect was less noticeable because a much smaller proportion of the construction force was composed of local labor. In addition, the Bermuda bases continued to employ a substantial number of local personnel after construction had ended.[255] The transition from base construction to normal economic activities was also eased by the fact that the changeover took much longer than had been anticipated at first. Buildings and facilities were turned over to the military commanders as they were completed and instead of terminating all work on a given date, the scale of construction activity declined gradually.[256]

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251. Jim Bishop, "Our $50,000,000 Base at Bermuda," Collier's, September 9, 1944, p. 69; Buchanan, "Defense Outpost," Canadian Geographic Journal, September 1941, p. 110.
252. Dziuban, Military Relations Between the U.S. and Canada, p. 169.
253. G.S. Watts, "The Impact of the War," in Newfoundland, R. A. MacKay, ed., pp. 220-221.
254. U.S., Department of State, The Caribbean and the War, pp. 39-40.
255. Great Britain, Colonial Office, Annual Report on Bermuda for the Year 1946 (London: H.M.S.O., 1948), pp. 35-36.
256. MacKay, ed., Newfoundland, pp. 128, 225; U.S., Department of State, The Caribbean and the War, p. 38.

The difficulties accompanying the termination of construction were eased somewhat by two fortuitous factors. Especially beneficial to Newfoundland was the fact that the price of fish on the world market began to rise. This drew fishermen back to their trade at the same time that shipping became safer and more reliable.[257] The end of construction also coincided with a severe labor shortage in the United States and Canada. This shortage led to an easing of immigration regulations and a consequent importation of labor from Newfoundland and the Caribbean area.[258]

The presence of the United States bases had a noticeable effect on the food supply in the Caribbean area. Most of the islands depended on imported food supplies to a large extent, so the shipping shortage caused a food shortage. The bases aggravated this shortage by making it necessary to feed more people (construction workers and service personnel off duty, natives from other islands imported as laborers) and at the same time, they diverted labor away from food production. By raising the level of local incomes, construction and operation of the bases also caused an increase in per capita demand for food.[259] On one occasion at Antigua, the food shortage became so serious that the Army base began supplying flour to the local population in order to keep the people healthy and strong enough to work.[260] One of the positive long-term effects of the war and, to some extent, the bases, was a diversification of local food production in response to the wartime food shortages. The local agricultural output now satisfies a broader variety of the public's needs than it did before the war.[261]

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257. MacKay, ed., Newfoundland, pp. 128, 225.
258. Ibid., p. 128; U.S., Department of State, The Caribbean and The War, p. 38.
259. U.S., Department of State, The Caribbean and the War, p. 4.
260. Ibid., p. 5.
261. Ibid., pp. 30-31.

The net effect of the bases on the base-site colonies was varied. At the smaller sites where the bases were closed before the war ended, the only effect was a small amount of modernization.[262] At the larger bases which are still in use, the effect has been and continues to be much greater. Bermuda still receives an estimated $2 million annually from military personnel stationed there or stopping there as transients.[263] Employment of local personnel at the Bermuda bases, which had declined from about 800 in 1946 to about 250 in 1948 had risen to about 500 by 1965.[264]

At Newfoundland, the housing, feeding and entertaining of United States forces had reputedly become the island's fourth largest industry by 1952.[265] The economic impact of the bases at that time is reflected in the following data: 3,500 Newfoundlanders were employed at the bases and were paid $9 million in annual wages. The United States purchased nearly $3 million in goods and services on the local market, paid $100,000 to charter a ferry serving the island, and paid $16,000 in tuition aid to schools attended by dependents of United States military personnel. Military personnel contributed another $87,000 per year to the local economy as rent for off-base housing. The size of the Newfoundland base complex and the tempo of operations there have been reduced considerably since the Korean War period, but it still plays an influential role in the economy.

Perhaps the most lasting impact of the bases will be produced by the physical facilities which were established at the base sites: airfields,

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262. Great Britain, Colonial Office, Annual Report on the Bahama Islands for the Year 1946 (London: H.M.S.O., 1947), p. 3.
263. Watson, Bermuda, p. 124.
264. Great Britain, Colonial Office, Report on Bermuda, 1946, p. 4; same Report . . . for the Year 1948, p. 4; Watson, Bermuda, p. 123.
265. "Fourth Industry," Time, November 17, 1952 (Vol. 60, No. 20), p. 45.

power plants, machine shops, sewage systems and many other innovations which brought the colonies closer to the modern world. Bases may have been closed and United States forces may have departed, but many of the bases' buildings and facilities have been put to use by the local government. Beane Field on St. Lucia and Atkinson Field in Guyana (British Guiana) are now primary commercial airports. The Naval Repair Facility at Trinidad is now a commercial shipyard and the machine shops at Antigua are part of a government training school for industrial labor.

When the war ended, the United States plans for maintaining and operating overseas bases were unsettled. In September 1945, Navy Department officials suggested that Argentia and Bermuda might be among the half dozen major bases which the Navy would want to retain in the Atlantic area, but they said no final decision had yet been made.[266] A month later, senior naval officers testified before a House committee that the Puerto Rico-Virgin Islands complex would be the only major base in the Atlantic area to be retained by the Navy. Argentia, Trinidad and Bermuda were to remain operational (along with Guantanamo Bay, Cuba, and Coco Solo, Canal Zone) as secondary bases. All the other bases received in the Destroyers-Bases Exchange were to be inactivated, placed in a caretaker status or held for emergency use only.[267]

Following World War II, the strategic value of the bases changed considerably as the nature and source of the strongest threat to United States security changed. As one analyst saw the situation in 1946, Newfoundland and Bermuda still had "considerable strategic importance," but most of the

266. George Connery, "Navy Lists Post-War Bases Wanted," (Washington) Post, September 6, 1945.
267. "Post-War Naval Bases," (Washington) Post, September 21, 1945.

other bases had "very limited strategic usefulness" and were not worthy of expensive maintenance.[268]

There has been no consistent pattern to the postwar employment of the bases. At Newfoundland, the Army Air Corps continued to operate Harmon Field as a major terminal in the Military Air Transport Service's transatlantic flight service. It was not closed until it became obsolescent in the age of long range jet tranports which could make non-stop transatlantic flights. The Argentia Naval Operating Base and its component air station had been reduced in strength by the end of the war and they were deactivated soon thereafter. The naval complex was reactivated in 1954, however, and it is currently used to support naval operations in the North Atlantic region.[269]

Both the naval and air bases at Bermuda declined in size and activity following World War II, but when the Korean War broke out, they were rapidly expanded. By 1958, the United States garrison at Bermuda had grown to 10,000 men while the Royal Navy force had declined to a headquarters staff of 10 men.[270] During the Korean period major expenditures were made to improve the air facilities at Bermuda and to fit it out as a base for the Strategic Air Command.[271] It has since been reduced to a terminal for the Military Air Transport Service plus weather and scientific research installations. The Bermuda Naval Station has also had its activities scaled down considerably since the mid-1950's. In 1965 its mission

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268. Hanson W. Baldwin, "Wanted: An American Military Policy," Harper's Magazine, May 1946 (Vol. 192, No. 1152), p. 407.
269. There are reports among naval personnel in the fleet and at the Pentagon that the Argentia base will soon be closed. I have found no documentary evidence to support this opinion, although my researches have been limited to unclassified materials and I would expect such documents, if they existed, to be classified.
270. Goodhart, Fifty Ships that Saved the World, p. 231.
271. The construction bill for Fiscal Year 1952 included over $12½ million for construction at Kindley Field. Buel W. Patch, "Overseas Bases," Editorial Research Reports, July 9, 1951 (Vol. II, 1951), pp. 437-438.

was to provide support for two squadrons of anti-submarine aircraft and to give limited support to fleet units operating in the area. As the Navy's seaplane program was phased out, the Bermuda squadrons were changed to land planes and moved to Kindley Field. The force has since been reduced to a single squadron. The Naval Station also supports the research and development activities centered at Bermuda. These research activities, especially in the field of undersea warfare, have been greatly expanded since 1960.[272]

After the war there was a gradual reduction in the size of the Trinidad base complex and its operational capabilities. Waller Field was closed in late 1949 and in early 1950 it was demolished.[273] The Trinidad bases were saved from complete inactivation by the Korean War, which caused the naval base to be redeveloped and returned to use as an operating base. Trinidad was also incorporated into the Atlantic Missile Range. As a result, several tracking and communications stations were erected and the Naval Station was required to support the tracking and test ships engaged in missile research.[274] Following extensive negotiations with the local government and the West Indies federation, the size and lease-life of the United States bases at Trinidad and other places were significantly reduced in 1960 and 1961.

The bases at Antigua were also developed as a missile tracking site during the 1950's, but most of the leased area was unused and it was returned to local administration under the 1961 treaty with the West Indies. The facilities at Beane Field, St. Lucia, were deactivated shortly after

272. Watson, Bermuda, pp. 122-123.
273. Great Britain, Colonial Office, Annual Report on Trinidad and Tobago for the Year 1949 (London: H.M.S.O., 1951), p. 10.
274. "History of the U.S. Naval Station, Trinidad," unnumbered pages for 1960-1962.

the war but they were returned to service from 1955 to 1957 as a missile tracking station.[275] This reactivation disrupted island life because the best pasture lands reverted to United States control, forcing abandonment of a dairy development program. There was strong local opposition to a 1958 proposal to reopen Beane Field and use the radar sites as a communications station. Local residents were pleased when the United States dropped this proposal, since it permitted the base buildings to continue in their civilian uses as a handicraft center and a fishery training school.[276]

The Base Lease Agreement has been revised several times since it was signed in 1941. The first change was effected in February 1948, although it had been the subject of verbal agreement as early as June 1946.[277] By an exchange of notes Britain and the United States agreed to open the airfields at Bermuda, Antigua, St. Lucia and British Guiana to civil aircraft on a carefully controlled basis, and the airfields in Trinidad and Jamaica were opened as alternate fields for use when bad weather existed at primary airports.[278] The agreement preserved all important United States rights at the airfields, including the right to close the fields to civil traffic whenever security considerations made it necessary. The Newfoundland airfields at Stephenville and Argentia were opened to commercial traffic in June 1949. At that time, the United States and Canada agreed to permit commercial aircraft to use those fields as alternate landing sites provided such use did not interfere with military operations or endanger security.[279] The agreement relating to the civil aircraft

275. "Beane Field," Spotlight, October 1958, p. 15.
276. "Off Again, On Again," Spotlight, October 1958 (Vol. 19, No. 10), p. 14.
277. U.S., Department of State, Bulletin, April 7, 1946 (Vol. 14), pp. 593-596.
278. T.I.A.S. 1717.
279. T.I.A.S. 1933.

facilities at Bermuda has been modified twice since 1948. In April 1951, the section of Kindley Air Force Base allocated to Bermuda for use as its commercial airport was transferred to the local government for the remaining life of the lease and all provisions for unilateral termination of civil operations were deleted.[280] In May 1960, the commercial facility was enlarged by transferring three additional acres to the Bermuda government.[281]

There have also been many exchanges of notes and letters to provide for use of parts of the leased areas by the local governments. In most cases, these agreements have permitted agricultural development in decommissioned base areas.[282] A 1949 agreement concerning Trinidad also disposed of many other unsettled questions regarding the leased areas, while a 1954 agreement returned part of the land area to the Trinidad government for use as a public recreation area.[283] A similar agreement with Britain in October 1947 was used to establish the seaward limits of the leased area at Argentia, Newfoundland.[284]

A fundamental change to the Base Lease Agreement was made in August 1950 when Articles IV and VI of the Agreement were superseded by new jurisdiction provisions.[285] This amendment applied to all the leased areas except those in Newfoundland, which had become an integral part of Canada in April 1949. The new jurisdiction provisions were quite complex. Personnel subject to United States jurisdiction were divided into five categories, each having a different jurisdictional status. The United

280. T.I.A.S. 2282.
281. T.I.A.S. 4489.
282. Burn, "U.S. Base Rights in the British West Indies," pp. 63-66; State Department Press Release 390, May 15, 1952.
283. T.I.A.S. 1985 and T.I.A.S. 3096.
284. T.I.A.S. 1809.
285. T.I.A.S. 2105.

States exercised its most extensive jurisdiction over members of its own armed forces; its rights were least extensive over members of British or colonial armed forces. The amendment also established four classes of jurisdiction based on the place the offense was committed, the nature of the offense and the identity of the offender. The instances in which the United States exercised exclusive jurisdiction were reduced to a minimum and concurrent jurisdiction was expanded. Cases of concurrent jurisdiction could be disposed of only by a mutual or joint agreement. The jurisdictional arrangement produced by the new articles was similar to that established in 1952 under the NATO Status-of-Forces Agreement.[286]

In March 1950, pursuant to a recommendation of the Canadian-American Permanent Joint Board on Defense, the Base Lease Agreement was modified to reflect Newfoundland's union with Canada.[287] Four portions of the agreement were changed insofar as they related to Newfoundland. The taxation provisions were cancelled and replaced by a Canada-United States tax agreement, a change which eliminated many tax and customs exemptions previously extended to contractors. Household goods of personnel stationed at Newfoundland remained exempt only if they entered the territory at approximately the same time as the personnel. The regulations controlling United States Post Offices in the leased areas were changed to further limit the classes of personnel entitled to use them and to limit the destination of mail handled through them. Finally, the jurisdiction provisions were changed. The United States agreed to waive most of its rights to exercise jurisdiction over non-United States personnel, and at the same time, Canada's Visiting Forces Act was extended to Newfoundland. There was little

286. The jurisdiction provisions and changes are analyzed in Stambuk, American Military Forces Abroad, pp. 62-66. The NATO Status-of-Forces Agreement is T.I.A.S. 2846.
287. T.I.A.S. 2572.

practical effect on the jurisdiction actually exercised by the United States, but even the limited impact of the latter change was short-lived. On April 30, 1952, Canada and the United States agreed that the NATO Status-of-Forces Agreement would apply to all United States forces in Canada, including the leased areas.[288] The Base Lease Agreement was preserved to the extent that it pertained to matters not covered by the NATO Status-of-Forces Agreement, but when the NATO treaty went into effect on August 23, 1953, the jurisdiction provisions of the Base Lease Agreement were suspended for the life of the NATO treaty.

The greatest change in the Base Lease Agreement resulted from the efforts in the late 1950's and early 1960's to form a federation known as The West Indies. This move led to the negotiation of a new treaty which replaced the Base Lease Agreement for Jamaica, Antigua, St. Lucia and Trinidad. Although attempts to federate the island colonies in the West Indies had been made sporadically since about 1700, the final federation movement can be dated from a colonial conference at Jamaica in 1947.[289] The West Indies, composed of the ten British territories in the West Indies, was officially established on January 3, 1958. By that time, a dispute about the naval base on Chaguaramas Peninsula, Trinidad, was already in progress.

After extensive studies in 1956 and 1957, the federation's pilot group, the Standing Federation Committee, decided that the only suitable site for a federal capital was the leased area occupied by the United States Naval Station. The committee therefore requested the British

288. T.I.A.S. 3074.
289. Burn, "U.S. Base Rights in the British West Indies," p. 85. The establishment and subsequent dissolution of The West Indies is presented in detail by Burn. He also gives a detailed study of the dispute over Chaguaramas and the political pressure involved in negotiating the Defense Area agreement.

government to ask the United States to relinquish the area to the federation for its capital.[290] The United States refused to release the site, claiming that the Trinidad Naval Station was an essential strategic base and that development of a new base at a different site would be too costly. At a series of meetings between United States, British and West Indian representatives in London in July 1957, it was agreed that a United States naval base in the eastern Caribbean was necessary, but the West Indian delegation refused to accept the United States position that the Chaguaramas site was the only suitable location. A Joint Commission was established to investigate the problem further. This Commission met from January until March 1958 and then reported that the existing base at Chaguaramas fulfilled all the requirements of the necessary eastern Caribbean naval base. It listed five alternate sites which could be developed into bases at costs ranging from $132 million to $248 million and it estimated that it would require 5½ to 10 years to build such an alternate base. Noting that it was not possible to partition the existing base or to abandon part of the leased area without hampering the base's capabilities, the Commission concluded that Chaguaramas was "the most suitable site for a naval base."[291]

The British and United States governments considered the matter settled, but West Indian officials, led by Dr. Eric Williams, Chief Minister of Trinidad, rejected such a conclusion and pressed for further discussions. The United States refused to reopen the talks, but gave

290. U.S., Congress, House of Representatives, United States Defense Policies in 1957, 85th Cong., 2d sess., House Document No. 436 (Washington, 1958), pp. 33-34; U.S., Congress, House of Representatives, United States Defense Policies in 1958, 86th Cong., 1st sess., House Document No. 227 (Washington, 1959), pp. 35-36; Burn, "U.S. Base Rights in the British West Indies," pp. 105-106.

291. Great Britain, Colonial Office, Report of the Chaguaramas Joint Commission, Colonial No. 338 (London: H.M.S.O., 1958), p. 20.

assurances through Britain that it would "be prepared to review the Chaguaramas situation in say ten years' time" and to consider modification of the Base Lease Agreement in accordance with the procedures established by Article XXVIII thereof.[292] This did not satisfy the West Indians, and a long period of bitter dispute and frequent harrassment followed.[293]

When The West Indies was formed in 1958, it was expected to achieve independence in about five years. This jeopardized the future of the United States bases in two ways. There was a possibility that The West Indies, when independent, would refuse to accept as binding the 1941 Base Lease Agreement; there was also the possibility that continued dispute over the bases would make political conditions and local relations so bad that the bases would become untenable and effective operations would be obstructed by local hostility. In light of these possibilities, the United States decided to re-negotiate the base agreement. This began with a series of informal talks with Dr. Williams in early 1959, but the discussions proved fruitless. During the latter part of 1959 and the first half of 1960, a series of Anglo-American and Anglo-West Indian talks reached agreement on organization and representation for a formal conference to re-negotiate the Base Lease Agreement. In June 1960, it was agreed that talks would consist of two phases. The first would be a formal tri-partite conference among the United States, Britain and The West Indies at London. The second phase would be a series of local discussions at each of the base sites. A third phase, the formal conference for signature of the new

292. Burn, "U.S. Base Rights in the British West Indies," p. 110, citing a statement to the Legislative Council of Trinidad and Tobago by Dr. Eric Williams on June 20, 1958.
293. Burn, "U.S. Base Rights in the British West Indies," pp. 112-127 details this period.

agreement, was added later.[294]

The first stage negotiations were held in early November 1960. The United States announced that it would "release uncondtionally" a major portion of the areas leased under the 1941 agreement and retain only those areas "essential to the discharge" of United States defense obligation.[295] Agreement in principle on this point having been reached, the negotiations moved to the second phase. In that phase, the negotiators decided on the areas to be retained or relinquished and they drafted the agreement under which the retained areas would be occupied.

The most important part of the second phase took place at Tobago, where the general agreement was drafted and the Trinidad sites, including Chaguaramas, were discussed. These discussions were held in late November and early December 1960, after which the negotiations moved to St. Lucia, Antigua and Jamaica. Phase two was completed by mid-December. It produced an agreement by the United States to abandon approximately 80 per cent of the areas which it had acquired in 1941, areas which were not then in use and which were not expected to be needed in the future.[296]

As a result of the negotiations, the United States delegates agreed to recommend that the United States aid the development of facilities at Port of Spain, the rehabilitation of the Trinidad Railroad, the initiation of land reclamation projects, and the establishment of a College of Arts and Sciences (complete with a comprehensive library of Americana) at the

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294. Burn, "U.S. Base Rights in the British West Indies," pp. 135-138; Eric Williams, History of the People of Trinidad and Tobago (New York: Frederick A. Praeger, 1964), p. 275; Hispanic American Report, December 1960 (Vol. 13, No. 10), pp. 702-703; U.S. Congress, House of Representatives, United States Defense Policies in 1960, 87th Cong., 1st sess., House Document No. 207 (Washington, 1961), p. 46.
295. U.S., Department of State, Bulletin, Nov. 28, 1960 (Vol. 43), p. 822.
296. Ibid., January 9, 1961 (Vol. 44, No. 2), pp. 44-45 (Department of State Press Release No. 698 dated December 15, 1960).

University of The West Indies at Trinidad. The United States also agreed to provide St. Lucia with nearly $350,000 to develop the southern part of the island and to give Jamaica economic and technical assistance in education, water supply and low income housing projects.[297]

The final phase of the negotiations was held at Port of Spain in February 1961, when The West Indies and the United States signed an executive agreement on defense areas within the federation's territories.[298] In this agreement, United States interests at the base sites were generally preserved, although the United States had considerably less autonomy within the leased areas, now redesignated as defense areas.[299] The local governments were authorized to exercise extensive regulatory and police powers within the defense areas except for "security areas" which could be established inside the defense areas. The jurisdiction clause of the agreement established a complex system of concurrent jurisdictions very much like that of the NATO Status-of-Forces Agreement. It provided for primary and secondary jurisdiction in most instances and established procedures for requesting and waiving jurisdictional rights.

The defense agreement drastically shortened the life of United States rights in the defense areas. Instead of expiring in 2039, the rights were subject to review in 1968 and again in 1973. Unless there was a specific agreement to continue the status of defense areas, United States rights

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297. Hispanic American Report, February 1961 (Vol. 13, No. 12), pp. 885-886; Department of State Bulletin, January 9, 1961, pp. 42-44 (Communique of December 8, 1960). See Williams, History of Trinidad and Tobago, pp. 275-276 for Trinidad's proposals on these points.
298. T.I.A.S. 4734.
299. The detailed provision of the 1961 agreement and an analysis of the differences between it and the 1941 agreement are contained in Burn, "U.S. Base Rights in the British West Indies," pp. 146-150.

therein would terminate at the end of 1977.[300]

The details of the defense areas were contained in a series of annexes to the defense agreement. At Antigua, the United States retained two areas on each side of Parham Harbor for missile tracking and oceanographic research stations. It also received the right to unrestricted use of Coolidge Field by government aircraft.[301] At Jamaica, the United States abandoned all of the areas leased in 1941. It retained only a small site on Portland Peninsula which had been acquired by an informal and unpublished exchange of notes in 1959. It was the location of a LORAN (Long Range Aid to Navigation) station.[302] At St. Lucia, the United States abandoned all the leased areas except several small sites near Vieux Fort and Beane Field which were used as a missile tracking station.[303] The leased area for the naval air station at Gros Islet Bay had been returned to Antigua in 1959.[304]

At Trinidad, the United States released about 21,000 acres of the leased area. Several parts of the area, mainly those containing a tropical fruit plantation, were to be vacated by 1963. Several other sections were designated as "Stand-by" areas which the United States could reoccupy on request in an emergency. The small naval facility at Teteron Bay was to

300. T.I.A.S. 4734. The end of 1977 is also the terminal date for the agreements establishing Oceanographic Research Stations in the West Indies. The only other postwar base agreement related to the West Indies concerns the Long Range Proving Ground (Missile Tracking Stations) and it is to remain in force until 1975, with one year's notice required to terminate it thereafter. Burn, "U.S. Base Rights in the British West Indies," pp. 75-76.
301. T.I.A.S. 4734, Annex A.
302. Ibid., Annex C; Burn, "U.S. Base Rights in the British West Indies," p. 145.
303. Ibid., Annex D.
304. The New York Times, March 6, 1959. See Burn, "U.S. Base Rights in the British West Indies," pp. 66-68 for the reasons the United States agreed to relinquish this site. Also see Great Britain, Colonial Office, Annual Report on St. Lucia for the Year 1948 (London: H.M.S.O., 1949), p. 52.

be made available to the federation for training its military and police forces and the fleet anchorage area was to be opened to local traffic. The remaining large area on Chaguaramas Peninsula was to continue as a naval base under United States control.[305]

The United States thus retained those parts of the leased areas which it had actually been using in the period prior to 1961. The object of the greatest controversy, Chaguaramas, was retained by the United States and The West Indies still had no site for its federal capital.

After internal difficulties caused The West Indies to be dissolved in 1962 before it attained independence, Trinidad and Jamaica became independent states. As such, they have accepted as binding the obligations of the federation's 1961 agreement. Antigua and St. Lucia remained British dependencies. Since Britain explicitly sanctioned the signature of the 1961 agreement in a note to the United States, it has now accepted responsibility for fulfilling the provisions of that agreement with respect to its dependencies. In both cases, the United States rights under the 1961 agreement appear to be secure.

305. T.I.A.S. 4734, Annex E.

CHAPTER VIII

Current Status of the Bases; Summary and Conclusions

As of the spring of 1967, the status of the bases and base rights which the United States acquired in the Destroyers-Bases exchange is as follows:

Newfoundland. The facilities at Fort Pepperrell (later Pepperrell Air Force Base) were turned over to a joint Canadian-Newfoundland board on August 11, 1961.[1] The site was abandoned in accordance with Article XXI of the Base Lease Agreement of March 27, 1941, but under a Memorandum of Understanding signed on July 28, 1961, the United States reserved certain rights at Pepperrell and the adjacent area.[2] On December 7, 1965, the United States notified Canada of its intention to abandon Harmon Field pursuant to the provisions of Article XXI of the Base Lease Agreement. This abandonment became effective on December 31, 1966. Of the remaining facilities, those at St. John's were returned to local administration at the end of the war; Fort McAndrew, at Argentia, was closed at about the same time, and only the naval base at Argentia remains operational.

Bermuda. The United States abandoned several annexes to the Kindley Field site in 1962 and 1966, but the principal parts of Kindley Field and the Naval Base in Great Sound are still operational bases.

Bahamas. In September 1962, one acre of the Great Exuma leased area was returned to the local government for use as a school. Although the

1. Letter from Assistant Legal Adviser, State Department, to author, February 16, 1967. Except as otherwise noted, this letter is the source of the statement of current base status.
2. No further details concerning the nature of these reservations are available.

Great Exuma air station has been closed since June 1945 and the local authorities have been administering the leased area under the non-user provisions of the Base Lease Agreement, it appears that the United States still has all its original rights to the leased area except for the abandoned acre.

Jamaica. As at St. Lucia, Antigua and Trinidad, the base rights at Jamaica were superceded by the provisions of the Defense Areas agreement with The West Indies on February 10, 1961. When Jamaica became an independent state on August 6, 1962, it assumed the obligations of the Defense Areas agreement. On March 19, 1964, the United States notified Jamaica that it was relinquishing the Jamaica Defense Area because it was no longer required. All United States bases and base rights in Jamaica have thus been terminated.

Antigua. The Antigua leased areas were replaced by much smaller defense areas under the agreement with The West Indies. There have been no changes to those areas since 1961 except for a general easement for Atlantic Missile Range operations which was negotiated in September 1964. The Antigua installation consists of operational test, electronics and tracking stations used in missile testing.

St. Lucia. As noted earlier, the naval air station site was abandoned in 1959; the remaining leased areas were replaced by smaller defense areas in 1961. In August 1964, the United States abandoned the remaining defense areas but retained certain options on the use of Beane Field.[3]

Trinidad. The large leased areas having been replaced by smaller defense areas in 1961, the Naval Station was the only remaining operational

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3. Treaties and Other International Acts Series 5641 and 5642.

facility at Trinidad. In December 1964, the United States released to Trinidad, subject to certain emergency recapture provisions, the dry-dock facilities at the Naval Station.[4] It has since been announced that the entire Naval Station will be inactivated by June 30, 1967.[5] There is no indication whether or not the defense area status of the site will be ended.

British Guiana. All the United States bases in British Guiana were closed after the war, but Atkinson Field was used for occasional operations. When this colony became the independent state of Guyana in May 1966, the United States relinquished its rights to the leased areas but retained a right to use Atkinson Field (now Guyana's international airport) for at least 17 years.

The Destroyers-Bases exchange grew out of a series of earlier proposals to transfer old United States destroyers to Britain, to acquire bases in the Atlantic, and to liquidate British debts left over from World War I. In the summer of 1940, Britain, in its war against Germany, needed more destroyers to protect its economic lifelines; the United States had old destroyers which were of marginal value to national defense. The United States wanted off-shore bases in the Atlantic to protect the Western Hemisphere (especially the Panama Canal) from invasion by an aggressive Germany; Britain had territorial possessions in the Western Atlantic in which those bases could be located. These were the ingredients of a mutually beneficial exchange.

Immediate consummation of such an exchange was prevented by British

4. T.I.A.S. 5736
5. Navy Times, January 25, 1967.

and United States domestic considerations. The United States government was faced with formidable legal restrictions on the transfer of defense material such as destroyers. The British government was reluctant to incur the public disapproval which it thought would greet a straightforward swap of British soil for over-age ships. President Roosevelt finally concluded that he could transfer the destroyers but only as part of an exchange which would have a beneficial effect on national defense. Prime Minister Churchill was willing to give the bases to the United States and trust that the United States would respond with a gift of destroyers, but he did not want to make a quid pro quo exchange.

These two positions were blended in a compromise proposal by the State Department Legal Adviser, Green Hackworth. He suggested that Britain could give the United States the right to establish bases at Newfoundland and at Bermuda, and that the United States could exchange its old destroyers for base rights at six additional sites in the Caribbean. On this basis, the transaction was formally completed on September 2, 1940.

Public reaction to the exchange was generally favorable in both Britain and in the United States, largely because of the different gloss which the President and the Prime Minister placed on the transaction when each announced it to his people. President Roosevelt portrayed it as an exchange of old ships for strong bases, a net gain for hemisphere and national defense. Prime Minister Churchill emphasized the gift aspect of the transaction and stressed the political significance of the exchange as an American step away from neutrality. In the United States, the principal criticism of the exchange was aimed not at its effect, but at the way in which it had been accomplished: by an executive agreement rather than a treaty, without prior notification to Congress, and on the

basis of some labored legal interpretations by the Attorney General. At the international level, the Axis powers criticized the exchange as a breach of neutrality and a violation of international law, but they refrained from making it a casus belli.

The notes exchanged on September 2, 1940, actually contained only part of the transaction. Although not publicly described as such, the British pledge not to scuttle or surrender the British fleet was certainly part of the real quid pro quo, as was the additional military equipment (aircraft, weapons and ammunition) which the United States later gave to Britain.

The destroyers were quickly transferred to Britain at Halifax, Nova Scotia, between September and November 1940; they began their service in the Royal Navy later that year, and in 1941 they made a significant contribution to the British convoy escort force. As newer ships came into service, the old destroyers were relegated to use as spare parts, barracks ships and target vessels. Most of them had been destroyed or scrapped within a few months after the war ended.

Converting the base rights acquired in the exchange into actual bases was a much slower process than transferring the ships. In September and October 1940, a Board of Experts headed by Rear Admiral John W. Greenslade, USN, visited the designated British possessions and made the initial selection of the sites to be leased. Soon thereafter, informal agreements permitted the United States to start construction and, in some cases, operations, early in 1941 and before formal leases had been prepared.

Negotiation of the base leases took place in London from late January until late March 1941. The principal problem which the negotiators had to overcome was a conflict among national interests: the United States wanted

to exercise quasi-sovereign powers in and near the leased areas; Britain desired to preserve its sovereignty by limiting American rights and powers; and the local governments wanted to minimize the impact of the bases and, if possible, make them a source of revenue. After intensive negotiations, two central issues, defense and the extent of United States powers, were referred to the Prime Minister for decision. He approved a grant of sweeping powers to the United States, but only after he had analyzed the probable course of future events and concluded that British and American interests were so closely tied that they would be allies, not enemies, in any future conflict. The Base Lease Agreement, granting the United States for 99 years substantially all of the powers it had requested, was signed on March 27, 1941.

The bases were developed in the face of severe obstacles. The shortage of shipping space made it difficult to get materials to the sites; primitive conditions at the isolated sites, poor transportation facilities, and an inadequate supply of skilled labor further complicated the task. Nevertheless, the bases were built and they became operational in 1941. Through the most difficult part of the war, they provided support for convoys, convoy escorts, and air anti-submarine patrols. As the tides of war shifted in favor of the Allies and hostilities moved further eastward, the scale of operations at the leased bases was reduced and some of the smaller installations were closed. The larger bases remained open to support movements to and from the forward areas.

With the war's end, most of the bases were closed and their facilities were abandoned, converted to civilian use, or allowed to revert to agricultural use. After the war, the threat to American security was no longer transatlantic; it was a transpolar threat against which leased bases in the

Atlantic had little value. The progressive inactivation of the remaining bases was interrupted by a resurgence of activity at Bermuda, Newfoundland and Trinidad during the Korean War, but the scale of operations has been tapering off ever since.

Today, the base at Trinidad is in the process of closing up; after June 1967, only the small electronics and missile testing facility at Antigua will remain under the Defense Area agreement with The West Indies, successor to the Base Lease Agreement in that region. With Newfoundland's remaining naval station at Argentia rumored to be closing, the naval and air facilities at Bermuda seem to be the only leased bases with a reasonably certain future. After 27 years, therefore, little remains of the Destroyers-Bases exchange. The ships are gone and nearly all of the areas leased for 99 years have been abandoned.

On the basis of this study of the Anglo-American Destroyers-Bases exchange, it is possible to draw several conclusions. The first is that the exchange was beneficial to the United States. The destroyers were not really lost; they just went to war a year earlier than the rest of the Navy. The bases were expensive to build and their direct contribution to the victory in World War II was small, but they were a valuable insurance policy of sorts. As it happened, the war remained centered in Europe, it did not spread to the Western Hemisphere and the continental United States was not attacked. As a result, the bases were limited to the performance of routine patrol, escort and surveillance missions. Had events gone differently, however - if Britain had been defeated or Germany had invaded South America - the leased bases would have been an invaluable segment of American defenses, a string of Atlantic Maltas. We should be grateful that the bases were

never called upon to perform their ultimate defensive chores.

The exchange was certainly beneficial to Britain. The operational contribution of the old destroyers was, at best, a proverbial "drop in the bucket" compared to the total war effort. For Britain (and for the United States as well) the most profound aspect of the exchange was its political implication: it represented an American commitment to the British war effort. It marked the United States shift from neutrality to friendly non-belligerency and the start of a process that led to eventual alliance. Public acquiescence in the exchange encouraged the President to pursue his program of aid to Britain and paved the way for the Lend-Lease plan.

Considering the events of the intervening years, it must also be concluded that the principal impact of the exchange fell not on Britain or the United States, but on the territories where the bases were built. The exchange is only a minute incident among the major events which have marked the Anglo-American partnership, but at the base sites, it is a historic event. Instead of a depression induced by wartime trade dislocations, the base-site territories experienced an economic boom fed by base construction and operation. The primitive, simple life was shattered by modern ways as the drowsing colonies were brought abruptly into the twentieth century. Old economic patterns were altered and incomes and standards of living were raised. Airports brought daily contact with the rest of the world; they also symbolized a new way of life that included innovations such as automobiles, electricity, sewerage systems and public health programs.

The introduction of modern life and communication with the rest of the world also encouraged the development of nationalism and independence

movements. Therein lay the most important potential "cost" element to be weighed against the "benefits" which accrued to the United States through the exchange. The presence of United States bases could have ignited xenophobic nationalism, and if the United States had remained at the bases in the face of local opposition, the bases would have become a political liability. Military advantages would have been counterbalanced by a vulnerability to charges of imperialism and colonial exploitation. The United States avoided this situation by acknowledging the declining military value of the bases and yielding to local demands for changes. It was far better to abandon bases of marginal value and rights obtained through hard negotiating than it was to pay the political consequences of retaining them.

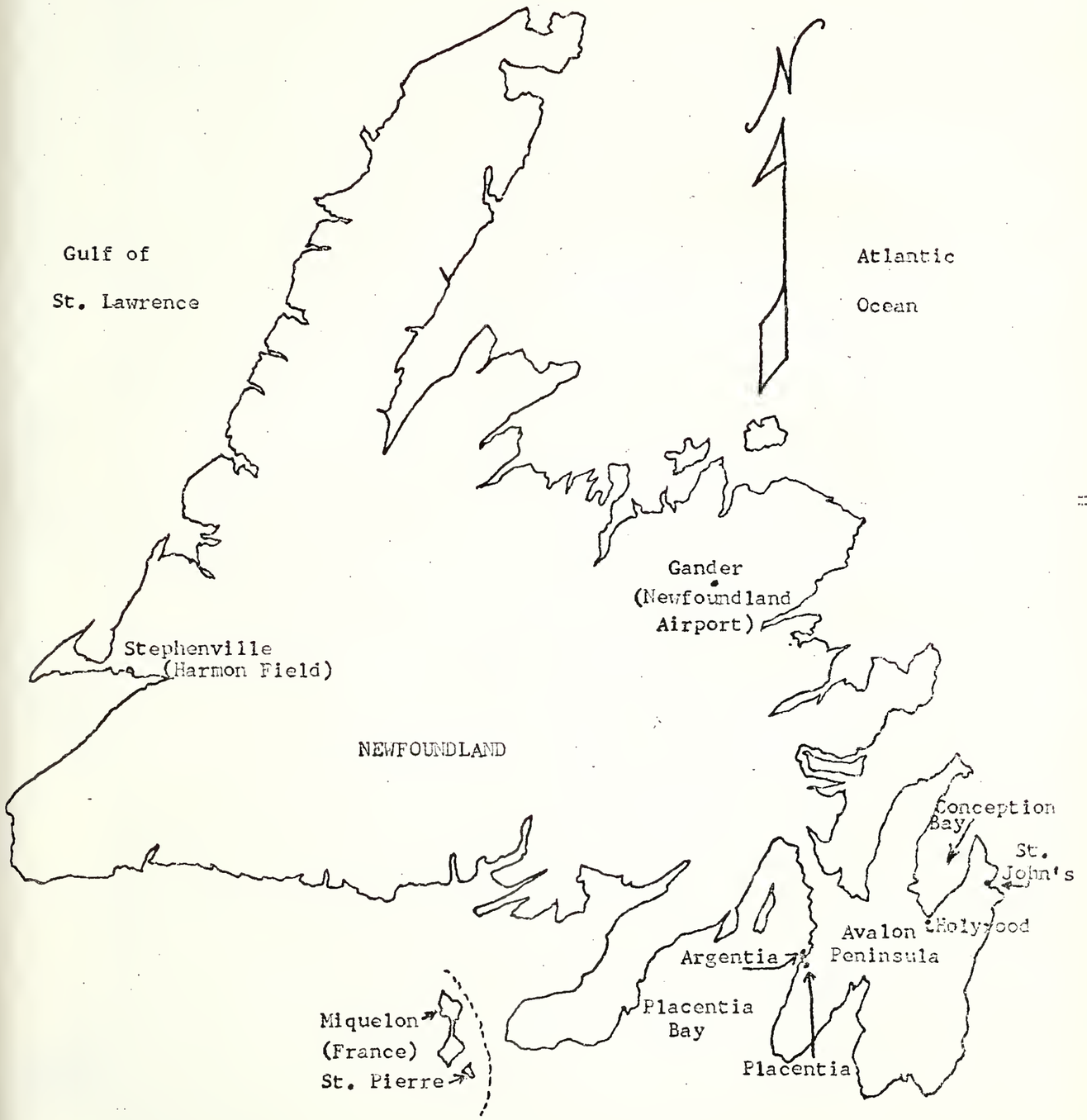
From the vantage point of 1967, it can thus be concluded that the Anglo-American Destroyers-Bases exchange was a wise move when it was made in 1940; both parties reaped benefits from it. Over the years, it has produced long-term effects which were beneficial to the territories in which the bases were located. By relinquishing its rights when conditions made it prudent to do so, America has improved its relations with the base-site territories and maximized the benefits of the exchange while minimizing the costs.

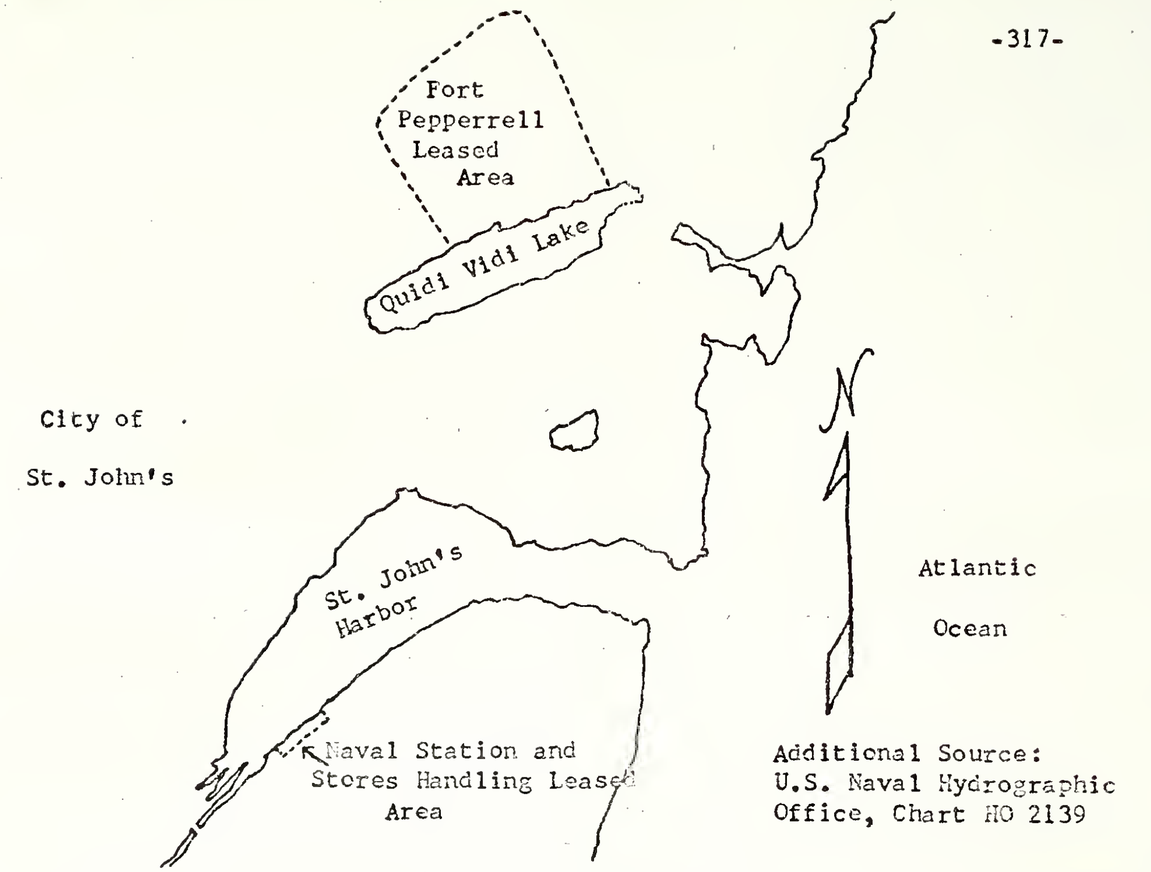
Map No. 1
BERMUDA

Sources: Greenslade Board Report - Bermuda
Greenslade Board Supplementary Report on Bermuda
U.S. Naval Oceanographic Office, Chart HO 27
J. Wreford Watson, John Oliver, and C.H. Foggo, A Geography of Bermuda, pp. 122, 125

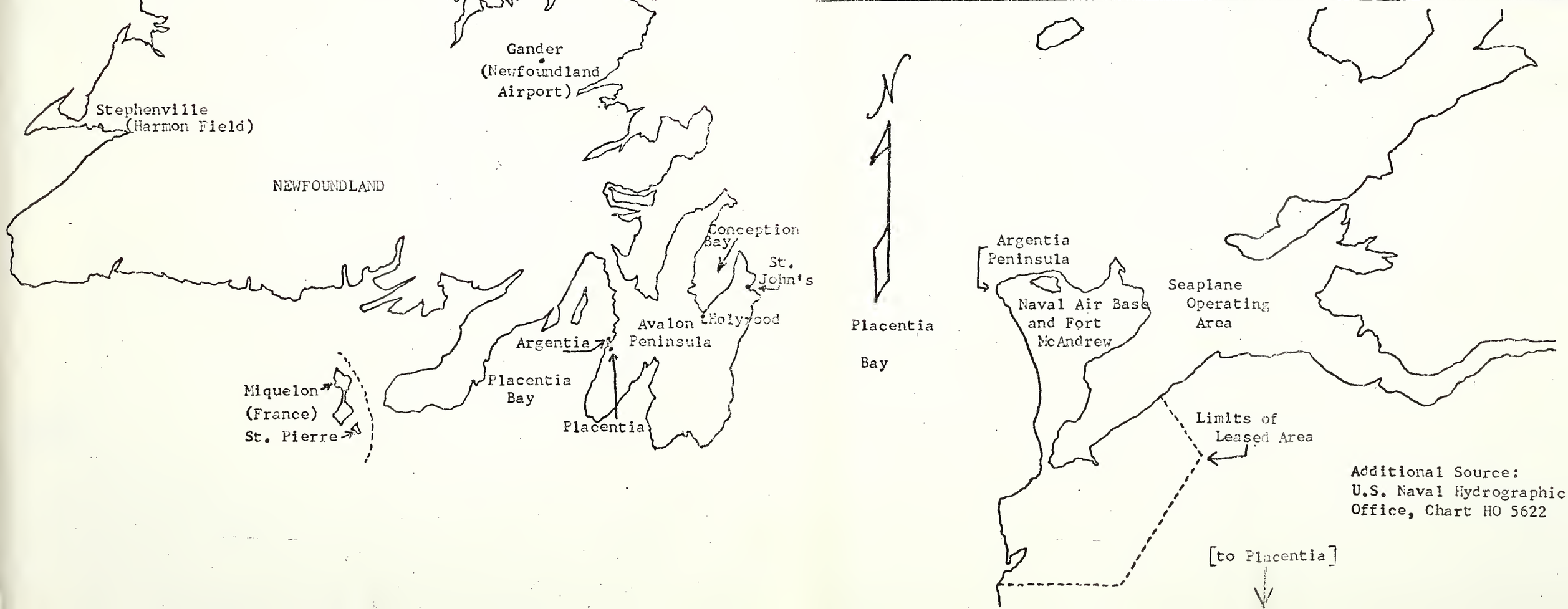
Map No. 2
NEWFOUNDLAND

General Sources: Rand McNally New Cosmopolitan World Atlas (New York: Rand McNally and Co., 1965) p. 75
Greenslade Board Report - Newfoundland



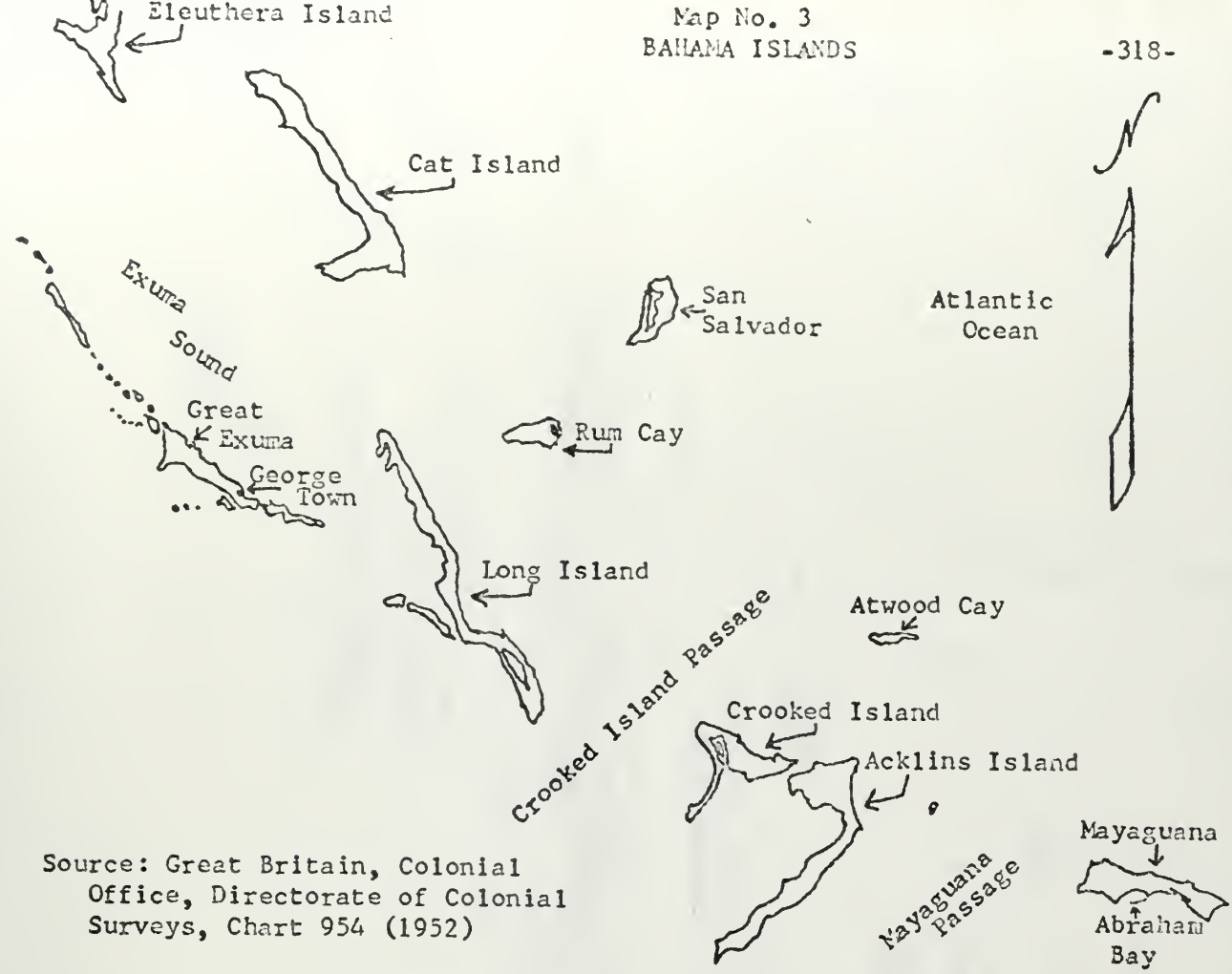


Additional Source:
U.S. Naval Hydrographic
Office, Chart HO 2139

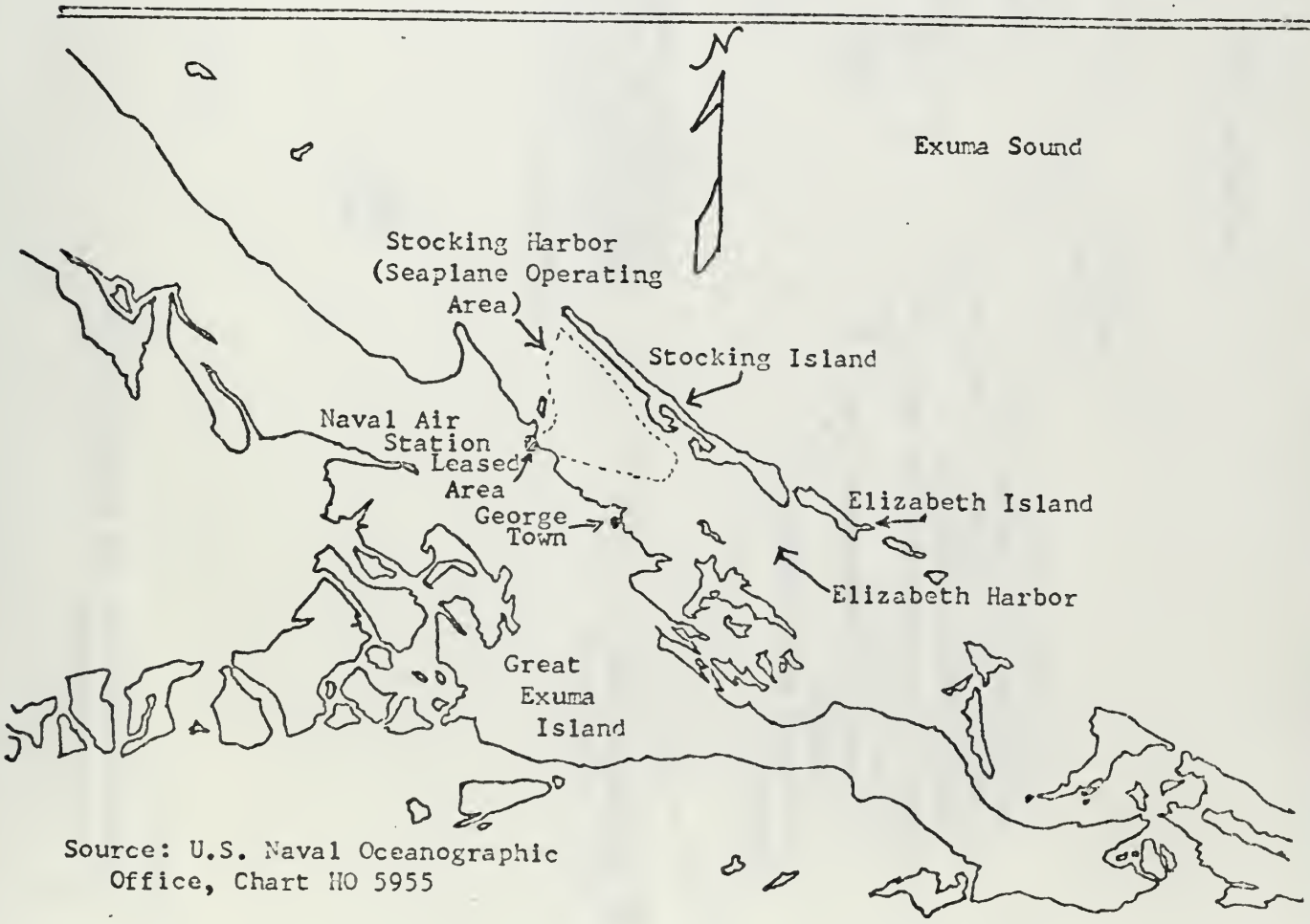


Additional Source:
U.S. Naval Hydrographic
Office, Chart HO 5622

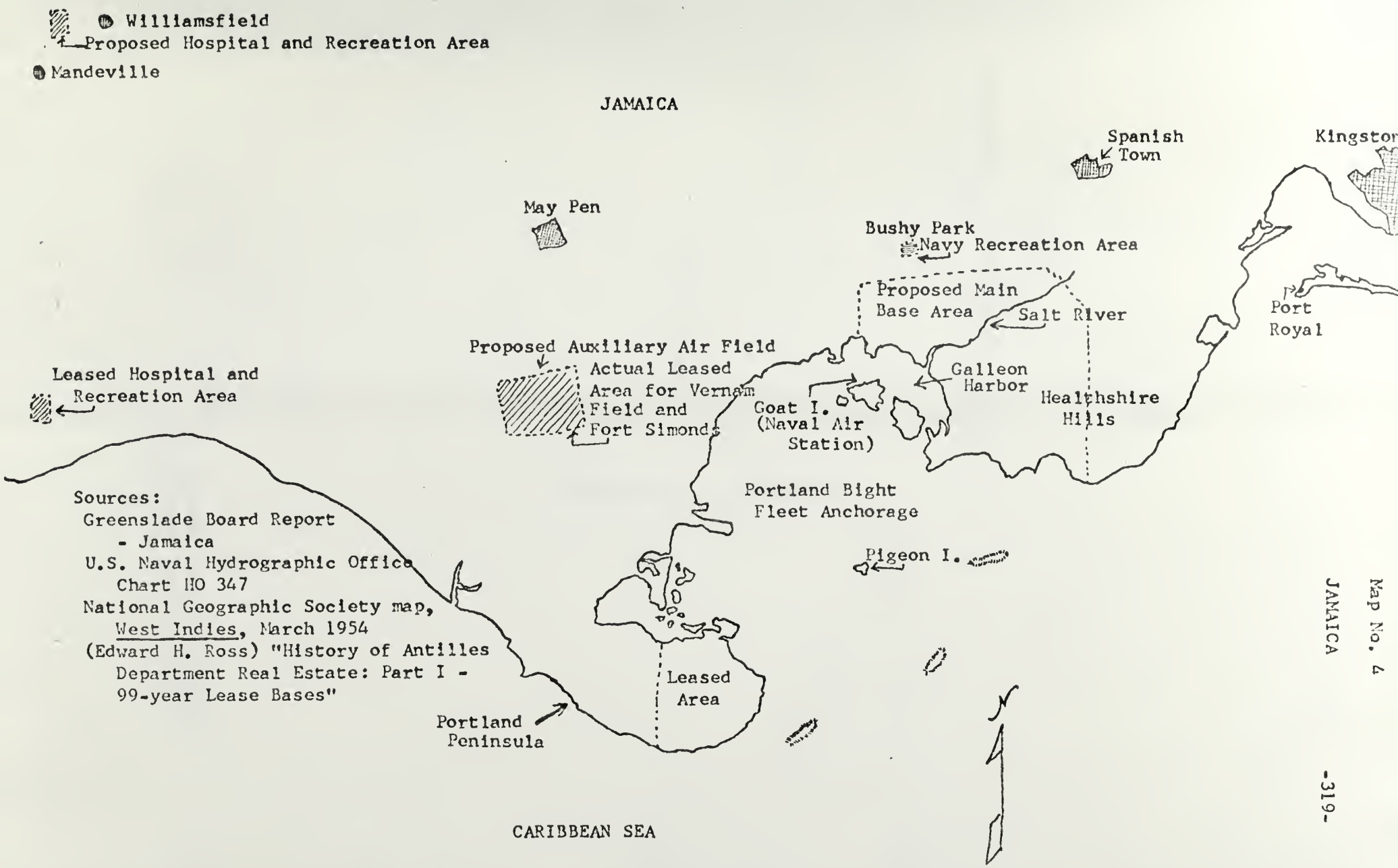
Map No. 3
BAHAMA ISLANDS



Source: Great Britain, Colonial Office, Directorate of Colonial Surveys, Chart 954 (1952)



Source: U.S. Naval Oceanographic Office, Chart HO 5955

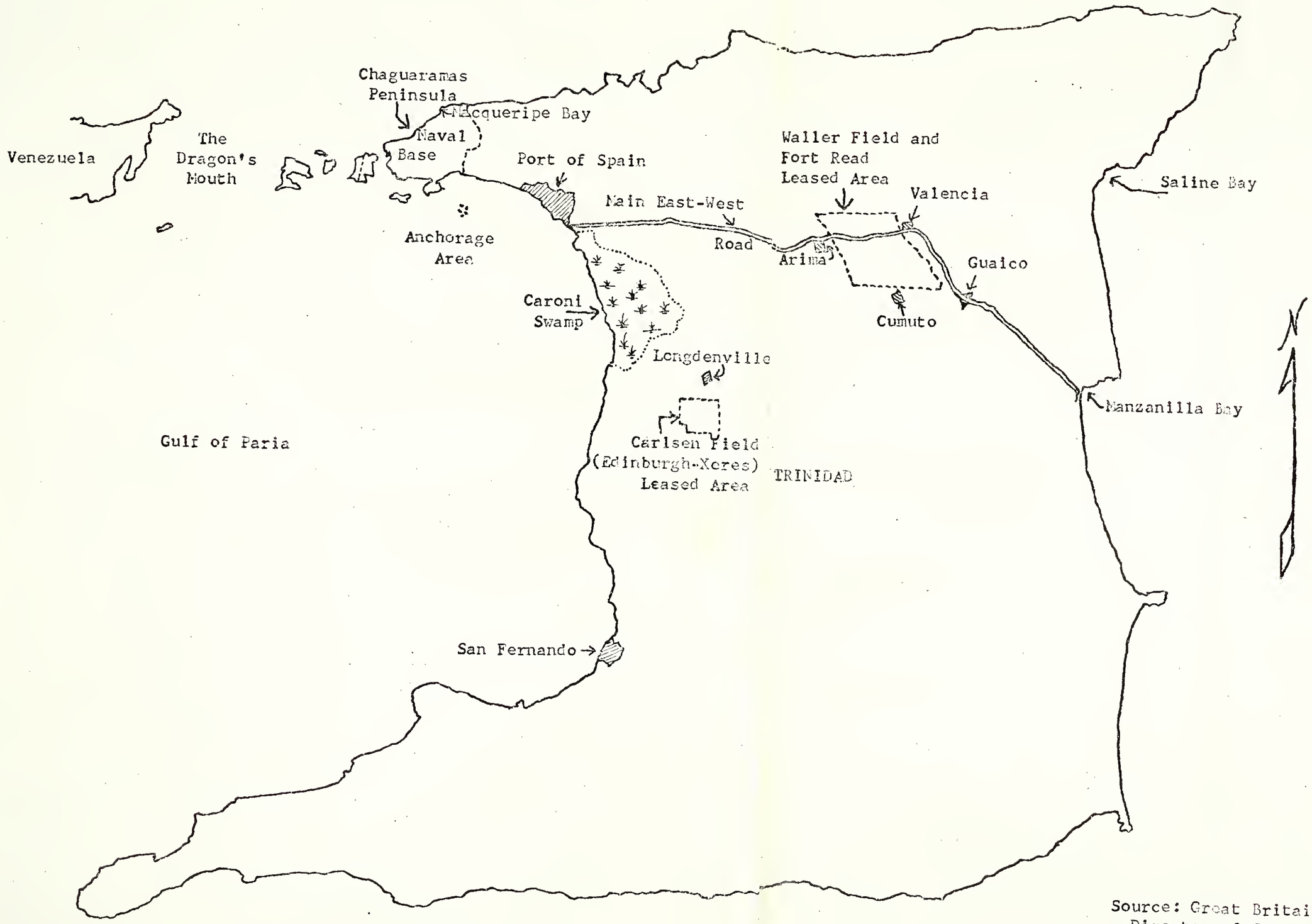


Sources:
Greenslade Board Report - Jamaica
U.S. Naval Hydrographic Office Chart HO 347
National Geographic Society map, West Indies, March 1954
(Edward H. Ross) "History of Antilles Department Real Estate: Part I - 99-year Lease Bases"

Map No. 4
JAMAICA

Map No. 5

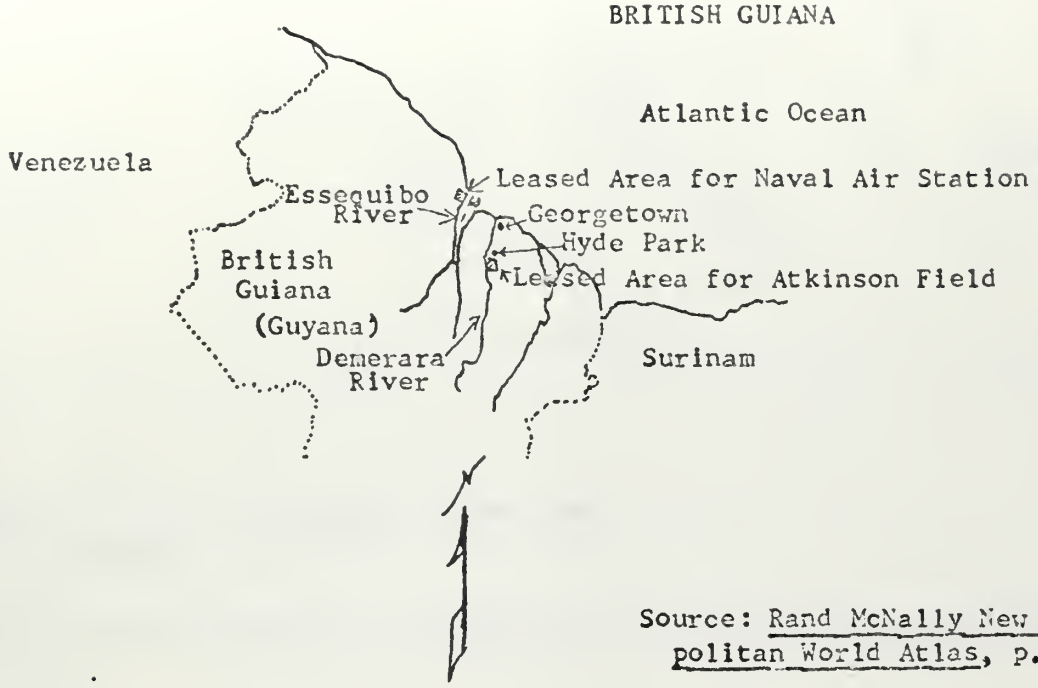
TRINIDAD



Source: Great Britain, Colonial Office, Director of Surveys, Map of Trinidad and Tobago (1949).

Map No. 6

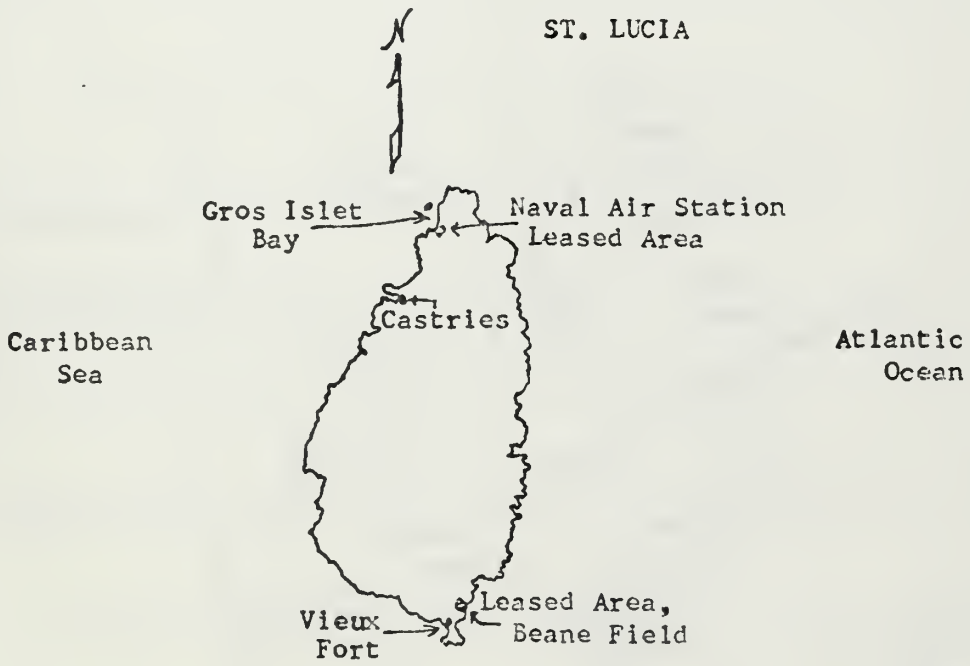
BRITISH GUIANA



Source: Rand McNally New Cosmopolitan World Atlas, p. 59

Map No. 7

ST. LUCIA

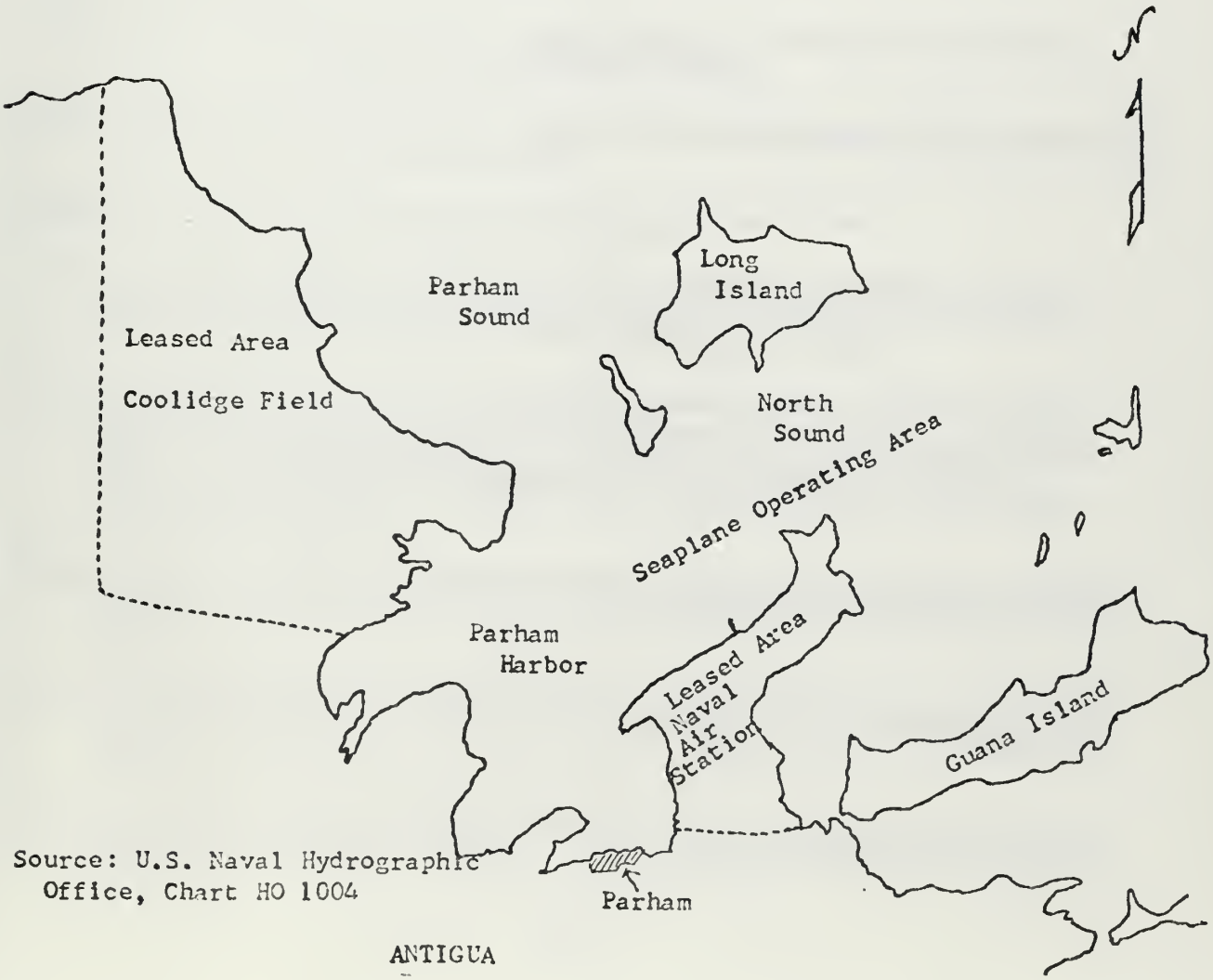


Source: National Geographic Society map, West Indies, March 1954

Map No. 8

ANTIGUA

Source: National Geographic Society map
West Indies, March 1954



Source: U.S. Naval Hydrographic Office, Chart HO 1004

ANTIGUA

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